



## CITY OF INDIANOLA COUNCIL MEETING

November 21, 2016

7:00 p.m.

City Council Chambers

Agenda

1. Call to order
2. Pledge of allegiance
3. Roll call
4. Public Comment
5. Consent
  - A. Approval of agenda
  - B. November 7, 2016 Minutes
  - C. Applications
    1. A renewal Class "A" Liquor License, Sunday Sales Privilege and Outdoor Area for Benevolent and Protective Order of Elks - 110 W. Ashland
  - D. Resolution setting December 5, 2016 as a public hearing and first consideration of a request from Jon Roen to amend M-2 (General Industrial) zoning to allow outdoor storage facilities for boats, campers and other types of vehicles (P&Z approved unanimously on 11/8/16)
  - E. Resolution setting December 5, 2016 as a public hearing and first consideration of a request from Dan and Stacey Crow to amend the A-1 zoning classification to allow private campgrounds as a permitted use (P&Z approved unanimously on 11/8/16)
  - F. Resolution setting December 5, 2016 as a public hearing and first consideration of an ordinance amending Chapter 94 Authorizing Time of Sales Inspections within the City Sanitary Sewer System
  - G. Resolution approving a one year lease agreement between the City of Indianola, First Baptist Church and Trinity United Presbyterian Church
  - H. Resolution approving 28E Agreement For Mutual Assistance for Polk County Area Fire/Rescue Services

- I. Authorize past due sewer, recycling and storm water fees to be sent to the State Off-Set Program for collection
    - \* Sewer \$3,030.24, recycling \$686.70, storm water fee \$69.31
  - J. Claims on the computer printout for November 21, 2016 and the October 2016 receipts
- 6. City Treasurer's Report (September and October) - Doug Shull
- 7. Council Reports
  - A. Metro Advisory - Mayor Shaw
  - B. WCEDC - Brad Ross
  - C. Greater Des Moines Convention Report - John Parker
- 8. Mayor's Report - Kelly B. Shaw
  - A. Community Update
  - B. Economic Development Subcommittee Update
- 9. Public Consideration
  - A. Old Business
    - 1. Direction from City Council regarding the sewer refund request from Tri-Delta Sorority - 705 N. "C" Street
    - 2. Motion to remove from the table the request from Buyers Realty assistance for demo of 1100 N. Jefferson
      - a. Request from Buyers Realty for assistance in demolition of a building located at 1100 N. Jefferson
    - 3. Public hearing and first consideration of an ordinance approving a prior industrial tax abatement for 1400 E. Iowa Avenue
    - 4. Second consideration of a request from Bob Bash and Michael Patterson to purchase the South 1/2 half of the North/South alley lying between Lot 3 and Lot 4, Block 5 Berry's Addition, Indianola, Iowa (P&Z approved unanimously October 11, 2016)
      - a. Consideration of a request to suspend the rules that an ordinance have three readings, approve the ordinance and send it on for publication as required by law
    - 5. Second consideration of an ordinance approving an industrial tax abatement application at 1820 N. 7th Street, Indianola, Iowa
    - 6. Resolution approving revised listing agreements with Exit Realty North Star for the sale of real estate owned by the City of Indianola
  - B. New Business

1. Consideration of a request from Brian Poindexter of Poindexter Flooring Inc., at 2913 North Jefferson Way to seek an Alternate Method of Approval of the Architectural Design Standard of the Site Plan Ordinance (P&Z approved unanimously 11/8/16)
2. Sewer exemption refund request from Lindsey Baughman - 1803 E. 2nd Avenue
10. Other Business
  - A. Discussion regarding courthouse next steps
11. Adjourn

**Meeting Date:** 11/21/2016

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**Information**

**Subject**

Public Comment

**Information**

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**Fiscal Impact**

**Attachments**

E-mail

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Agenda Item- 1508 W kentucky ave

Thu 11/17/2016 8:39 AM

**From:** Corey Obermeier

**To:** dbowlin@cityofindianola.com

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Hello-

Below are my agenda items I want to address.

- Autumn Ridge Development not following City Ordinances or an erosion plan
- The City of Indianola not enforcing City Ordinances (Chuck Burgin/Rich Parker)
- Emails showing multiple dates that work would be completed and never done (Chuck Burgin/Rich Parker)
- Photos of property damage due to negligence and failure to follow City Ordinances

Corey Obermeier  
City of Indianola Resident

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Information

Subject

November 7, 2016 Minutes

Information

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Fiscal Impact

Attachments

Minutes

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## REGULAR SESSION – NOVEMBER 7, 2016

The City Council met in regular session at 6:00 p.m. on November 7, 2016. Mayor Kelly B. Shaw called the meeting to order and on roll call the following members were present: Shirley Clark, Joe Gezel, John Parker, Pam Pepper, Brad Ross and Greta Southall.

Item H approval of the claims on the computer printout for November 7, 2016 was pulled from the consent agenda.

The consent agenda consisting of the following was approved on a motion by Ross and seconded by Southall. Question was called for and upon the council member votes, the Mayor declared the motion carried unanimously.

### Approval of agenda

October 17, 2016 Minutes

### Applications

- A renewal refuse hauling permit for T.R.M. Disposal
- A renewal Class "B" Native Wine Permit, Class "C" Beer Permit and Sunday Sales Privilege for Casey's 1101 E. 2nd
- A new Class "C" Liquor License, Outdoor Area and Sunday Sales Privilege for Los Padrinos LLC dba El Padrino Mexican Restaurant - 200 S. Jefferson Way
- A new cigarette permit for Taste The Vape, LLC dba Route 69 Vapor - 106 N. Howard

Resolution No. 2016-109 setting November 21, 2016 as a public hearing and first consideration of an ordinance approving a prior industrial tax abatement for 1400 E. Iowa Avenue

Sidewalk waiver (no curb and gutter) for Lot 1 Hillcrest Industrial Park Plat 2

Refuse hauling rate increase from Waste Connections of Iowa at 5% effective January 1, 2017

### Prior approval application for urban revitalization designation

CM Const Services – 902 N. Kenwood – SFD - \$151,750

Sage Homes, Inc. – 1008 E. Madison – SFD - \$246,000

Groundbreaker Homes – 704 W. Trail Ridge – SFD - \$262,500

Groundbreaker Homes – 706 W. Trail Ridge – SFD - \$262,500

### Final approval applications for urban revitalization designation

Classic Builders – 1605 W. Girard Avenue – SFD - \$250,000

Josh Tenges – 3208 W. 4<sup>th</sup> Avenue – SFD - \$300,500

Jerry's Homes – 1312 N. 6<sup>th</sup> – SFD - \$136,800

CM Const Services – 900 N. Kenwood – SFD - \$148,500

The claims on the computer printout for November 7, 2016 was approved on a motion by Parker and seconded by Southall. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Michael Egel, General and Artistic Director, gave a presentation regarding the Des Moines Metro Opera. A funding request will be submitted to the city.

Steve Gray, President of SVPA Architects, and Park and Recreation Horticulturist Angie Buchanan presented the median beautification plan for the City's northern corridor.

A public hearing and first consideration of a request from Bob Bash and Michael Patterson to purchase the South ½ half of the North/South alley lying between Lot 3 and Lot 4, Block 5 Berry's Addition was held. There were no objections either oral or written. Pepper moved and Parker seconded to approve the first consideration of this request. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Council member Clark moved and Parker seconded to approve the first consideration of an ordinance approving a prior industrial tax abatement application at 1820 N. 7<sup>th</sup> Street. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

A motion was made by Pepper and seconded by Parker to approve the Home Base Iowa Initiative application from Tiffany Griffin and authorize a handwritten warrant in an amount of \$1,500. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

The following resolution entitled, "RESOLUTION APPROVING A CONTRACT FOR MANHOLE REPAIRS WITH REHAB SYSTEMS IN THE AREAS OF 15<sup>TH</sup> STREET (EAST OF THE MIDDLE SCHOOL) AND NORTH OF HIGHWAY 92 (EAST OF THE BASEBALL DIAMONDS)" was approved on a motion by Pepper and seconded by Parker. On roll call vote the vote was, AYES: Gezel, Southall, Parker, Ross, Clark and Pepper. NAYS: None. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2016-110

RESOLUTION APPROVING A CONTRACT FOR MANHOLE REPAIRS WITH REHAB SYSTEMS IN THE AREAS OF 15<sup>TH</sup> STREET (EAST OF THE MIDDLE SCHOOL) AND NORTH OF HIGHWAY 92 (EAST OF THE BASEBALL DIAMONDS)

(The complete resolution may be viewed at the City Clerk's Office)

It was moved by Parker and seconded by Southall to approve the Tax Increment Finance (TIF) Annual Urban Renewal Report (AURR) to the State of Iowa. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

The following resolution entitled, "RESOLUTION APPROVING TAX INCREMENT FINANCING INDEBTEDNESS" was approved on a motion by Parker and seconded by Ross. On roll call the vote was, AYES: Ross, Clark, Pepper, Gezel, Southall and Parker. NAYS: None. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2016-111

RESOLUTION APPROVING TAX INCREMENT FINANCING INDEBTEDNESS

(The complete resolution may be viewed at the City Clerk's Office)

Council member Pepper moved and Parker seconded to approve the following resolution entitled, "RESOLUTION APPROVING SALARIES". On roll call the vote was, AYES: Gezel, Southall, Parker, Ross, Clark and Pepper. NAYS: None. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2016-112 APPROVING SALARIES

(The complete resolution may be viewed at the City Clerk's Office)

It was the consensus of the Mayor and Council to approve the request from Kappelman Appliances, 103 W. Salem, to close five parking spaces in front of his business on November 16, 2016 from 10:00 a.m. – 2:00 p.m. subject to the event application being filled out and department heads approval.

Council member Pepper made a motion to go into closed session in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation. Council member Parker seconded the motion to adopt. On roll call the vote was, AYES: Gezel, Southall, Parker, Ross, Clark and Pepper. NAYS: None. Whereupon the Mayor declared the motion carried unanimously.

It was moved by Clark and seconded by Parker to return to regular session. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Meeting adjourned at 7:20 p.m. on a motion by Parker and seconded by Ross.

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Kelly B. Shaw, Mayor

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Diana Bowlin, City Clerk

**Meeting Date:** 11/21/2016

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**Information**

**Subject**

A renewal Class "A" Liquor License, Sunday Sales Privilege and Outdoor Area for Benevolent and Protective Order of Elks - 110 W. Ashland

**Information**

This is a renewal of the Benevolent and Protective Order of Elks liquor license located at 110 W. Ashland. All the paperwork is in order and staff has approved. Owners are Indianola Lodge #3814, Gary Little, Perry Stark and Gary Brand.

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**Fiscal Impact**

**Attachments**

Liquor License

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November 1, 2016

NAME OF APPLICANT: Benevolent & Protective Order of Elks – 110 W. Ashland

TYPE OF LICENSE/PERMIT: Class "A" Liquor License, Sunday Sales Privilege and Outdoor Area

	<u>Approve</u>	<u>Disapprove*</u>
Police Chief	<u>X</u>	<u></u>
Fire Chief	<u>X</u>	<u></u>
B&Z Official	<u>X</u>	<u></u>
Sign Compliance	<u>X</u>	<u></u>

\*Reasons for disapproval

**Applicant License Application ( LA0001381 )**

<b>Name of Applicant:</b> <u>Indianola Lodge No 2814</u>		
<b>Name of Business (DBA):</b> <u>Benevolent and Protective Order of Elks</u>		
<b>Address of Premises:</b> <u>110 W Ashland</u>		
<b>City</b> <u>Indianola</u>	<b>County:</b> <u>Warren</u>	<b>Zip:</b> <u>50125</u>
<b>Business</b> <u>(515) 961-4943</u>		
<b>Mailing</b> <u>PO Box 428</u>		
<b>City</b> <u>Indianola</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>50125</u>

**Contact Person**

<b>Name</b> <u>Richard Shelley</u>	
<b>Phone:</b> <u>(515) 250-8128</u>	<b>Email</b> <u>richardshelley13@gmail.com</u>

**Classification** Class A Liquor License (LA) (Private Club)

**Term:** 12 months

**Effective Date:** 12/07/2016

**Expiration Date:** 12/06/2017

**Privileges:**

Class A Liquor License (LA) (Private Club)

Outdoor Service

Sunday Sales

**Status of Business**

<b>BusinessType:</b> <u>Privately Held Corporation</u>	
<b>Corporate ID Number:</b> <u>[REDACTED]</u>	<b>Federal Employer ID</b>

**Ownership**

**. Indianola Lodge No. 2814**

<b>First Name:</b> <u>.</u>	<b>Last Name:</b> <u>Indianola Lodge No. 2814</u>
<b>City:</b> <u>Indianola</u>	<b>State:</b> <u>Iowa</u> <b>Zip:</b> <u>50125</u>
<b>Position:</b> <u>Owner</u>	
<b>% of Ownership:</b> <u>100.00%</u>	<b>U.S. Citizen:</b> <u>No</u>

**Gary Little**

<b>First Name:</b> <u>Gary</u>	<b>Last Name:</b> <u>Little</u>
<b>City:</b> <u>Indianola</u>	<b>State:</b> <u>Iowa</u> <b>Zip:</b> <u>50125</u>
<b>Position:</b> <u>Director/Exalted Ruler</u>	
<b>% of Ownership:</b> <u>0.00%</u>	<b>U.S. Citizen:</b> <u>Yes</u>

**Perry Stark**

<b>First Name:</b> <u>Perry</u>	<b>Last Name:</b> <u>Stark</u>
<b>City:</b> <u>Indianola</u>	<b>State:</b> <u>Iowa</u> <b>Zip:</b> <u>50125</u>



Position: director

% of Ownership: 0.00%

U.S. Citizen: Yes

Gary Brand

First Name: Gary

Last Name: Brand

City: Indianola

State: Iowa

Zip: 50125

Position: director

% of Ownership: 0.00%

U.S. Citizen: Yes

#### Insurance Company Information

Insurance Company: Old Republic Insurance Company

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

**Meeting Date:** 11/21/2016

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**Information**

**Subject**

Resolution setting December 5, 2016 as a public hearing and first consideration of a request from Jon Roen to amend M-2 (General Industrial) zoning to allow outdoor storage facilities for boats, campers and other types of vehicles (P&Z approved unanimously on 11/8/16)

**Information**

Council needs to consider setting December 5, 2016 as a public hearing and first consideration to amend M-2 to allow outdoor storage facilities for boats, campers and other types of vehicles.

Enclosed are Jon Roen's request, the P&Z October and November memo, P&Z minutes and an ordinance regulating the use. The issues the P&Z Commission discussed at the October meeting have been addressed.

- Allowing outdoor storage uses within M-1 and M-2 as a special use permit requiring Board of Adjustment approval.
- A minimum of five off-street parking stalls for any building in excess of 150 sq. ft.
- Adding self storage uses within M-1 and M-2 zoning thus clarifying conflicts with the same listed use within C-2.

P&Z approved unanimously.

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**Fiscal Impact**

**Attachments**

Information

P&Z Memo October

P&Z Minutes October

P&Z Memo November

P&Z Minutes November

PH Notice

Resolution

Ordinance

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SEP 16 2016

INDIANOLA, IOWA

September 14, 2006

To Indianola Planning and Zoning, Mayor and Council, Chuck Burgin

From Jon Roen

Outdoor Storage on property zoned M-2

I would like clarification and/or amending of the M-2 zoning in Indianola to allow for permitted principle classifications within M-2 to include outdoor storage facilities within that zoned area to include (but not limited to) the following exterior storage items such as: campers, RV's, trailers, motorcycles, ATV's, and other motorized vehicles.

This clarification/amendment will allow me to continue in the decision making process regarding whether or not to purchase, with confidence under M-2 zoning, property in town and the ability to proceed forward with a much needed outdoor storage facility for Indianola.

Feel free to contact me with any questions at: 515-975-6263

Thank you very much.



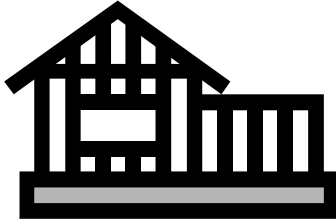
Jon Roen  
2206 N. 9<sup>th</sup> Street  
Indianola, Iowa 50125



M-1 Limited Industrial

M-2 General Industrial 10/2016





**To:** Planning and Zoning Commission  
**From:** Chuck Burgin, Director of Community Development  
**Subject:** October 11, 2016 Meeting

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**Item # 4** Consider request from Bob Bash and Michael Patterson to purchase the South ½ half of the North/South alley lying between Lot 3 and Lot 4, Block 5, Berry's Addition, Indianola, Iowa.

Enclosed are the agreement to purchase, notice of closing and a map indicating the location of the alley requested to be purchased. Council policy requires those property owners that own land adjacent to the alley to agree to purchase and the remaining property owners within the same block to be notified of the request to purchase.

The process for purchasing an alley is as follows:

- The property owner making the request completes an application listing the adjacent land owners and all other property owners within the same block.
- The request to purchase is sent to all affected department heads for their review and comment.
- Notification of the alley purchase is sent to all property owners within the block.
- Planning and Zoning makes a recommendation to Council.
- City Council sets and holds a public hearing prior to purchase.

Alleys such as these that do not carry traffic, are grassed over and serve no public purpose are the type the city wishes to sell. All the paperwork is complete and notifications have been mailed. I recommend the request be approved subject to retaining easement rights.

**Item # 5** Consider request from Jon Roen to amend M-2 (General Industrial) zoning to allow outdoor storage facilities for boats, campers and other types of vehicles.

Enclosed is the written request from Mr. Roen requesting the amendment and a zoning map identifying M-1 and M-2 zoned properties. Storage facilities are not specifically listed as a permitted use, however they have been allowed in both M-1 and M-2 zoning under the general definition of warehousing. Because there may not be a building associated with outdoor storage facilities, the following is why I feel amending the M-1 and M-2 zoning classification is needed.

- Required off-street parking is determined by the square footage of building be utilized.
- The site plan ordinance, regulating hard surfaces, natural green areas, water detention and buffer requirements, is not effective until a building permit is requested.
- Building permits are not required for fencing, grading or graveling areas.

- Renting parking spaces for profit should be considered a separate principal permitted use and should be listed within a zoning classification.

Because of the items listed above, I recommend the following amendments:

1. List outdoor storage facilities for recreational vehicles, boats, trailers and similar motorized vehicles as a permitted use in M-1 and M-2 zoning classifications.
2. Require a minimum of five off-street parking stalls if there is a building in excess of 150 sq. ft. located on the same site.
3. Amend the Site Plan Ordinance to address the issue of uses that may not require building uses or improvements.
4. Because self storage units have been added as a permitted use within C-2 zoning, this use should be added as a permitted use within M-1 and M-2 zoning classification.

I have enclosed a map indicating the existing M-1 and M-2 zoning areas. I will ask our attorney to prepare the amendment to the Code of Ordinances after we have further discussion.

**Item # 6** Consider request from Dan and Stacey Crow to amend the A-1 zoning classification to allow private campgrounds.

Enclosed is the letter requesting the amendment and a map indicating areas of our current A-1 (agriculture) zoning classification. After reviewing several state, county and city regulations regarding campgrounds, I have found there is no consistency. In most of the city and county zoning ordinances reviewed, campgrounds are defined, however they are not listed as a permitted use.

I have enclosed a copy of Polk County's requirements for your review and comment and have listed below other requirements to be considered as well.

- Allow only as a special use within A-1 zoning requiring additional approval by the Board of Adjustment.
- Prohibit highway frontage.
- Mandate public restrooms/showers.
- Street and camp site lighting.

I will continue researching other jurisdictions for regulations to consider, however I am confident this type of use will need the minimal amenities such as restrooms, electric and water hookups and lighted roads to survive financially. After discussion and obtaining a more clear direction from the Commission, I will ask the attorney to prepare a draft of the proposed change for further consideration in November.

INDIANOLA PLANNING AND ZONING COMMISSION  
REGULAR MEETING  
OCTOBER 11, 2016  
6:00 P.M.

The meeting was called to order by Chairperson Doug Opie and on roll call the following members were present:

Joe Butler  
Tiffany Coleman  
Al Farris  
Ron Fridley  
Cindy Johnson  
Doug Opie  
Bob Ormsby  
Josh Rabe  
Misty Soldwisch

Also present: Jon Roen, Bob Bash, Stacey Crow, Ryan Crow, Mindi Robinson and Chuck Burgin.

The minutes of the September 13, 2016 meeting were approved on a motion made by Coleman and seconded by Butler. Question was called for and on voice vote Chairperson Opie declared the motion carried unanimously.

**Consider request from Bob Bash and Michael Patterson to purchase the South ½ half of the North/South alley lying between Lot 3 and Lot 4, Block 5, Berry's Addition, Indianola, Iowa.**

Chuck reviewed the request with the Commission stating the notification to adjacent property owners and department supervisors had been issued and there were no objections.

Motion was made by Farris and seconded by Rabe to approve the request from Bob Bash and Michael Patterson to purchase the South ½ half of the North/South alley lying between Lot 3 and Lot 4, Block 5, Berry's Addition, Indianola, Iowa, with the City retaining easement rights. Question was called for and on voice vote Chairperson Opie declared the motion carried unanimously.

**Consider request from Jon Roen to amend M-2 (General Industrial) zoning to allow outdoor storage facilities for boats, campers and other types of vehicles.**

Chuck reviewed the request with the Commission stating storage facilities are not specifically listed as a permitted use within M-1 and M-2 zoning but have been allowed under the general definition of warehousing. Because this request does not have a building associated with the outdoor storage facility, Chuck recommends amending the M-1 and M-2 zoning because of the following reasons:



- Required off-street parking is determined by the square footage of building be utilized.
- The site plan ordinance, regulating hard surfaces, natural green areas, water detention and buffer requirements, is not effective until a building permit is requested.
- Building permits are not required for fencing, grading or graveling areas.
- Renting parking spaces for profit should be considered a separate principal permitted use and should be listed within a zoning classification.

Because of these reasons, Chuck recommended the following amendments:

1. List outdoor storage facilities for recreational vehicles, boats, trailers and similar motorized vehicles as a permitted use in M-1 and M-2 zoning classifications.
2. Require a minimum of five off-street parking stalls if there is a building in excess of 150 sq. ft. located on the same site.
3. Amend the Site Plan Ordinance to address the issue of uses that may not require building uses or improvements.
4. Because self storage units have been added as a permitted use within C-2 zoning, this use should be added as a permitted use within M-1 and M-2 zoning classification.

Commission discussed setback requirements and parking, existing zoning classifications adjacent to M-1 and M-2 zoning and hard surface versus gravel parking.

Farris shared his concerns regarding existing M-1 and M-2 zoning areas in town that may be inappropriate for this type of use in the future, such as the highway corridors and East Euclid Avenue.

Commission discussed the potential to place a special use permit condition on the ordinance to allow Board of Adjustment to regulate site specific areas.

Jon Roen spoke on behalf of his request stating he has viewed numerous residences that have their large recreational vehicles parked in neighborhoods. This option would allow for the betterment of the community by storing these vehicles in one location. Mr. Roen further stated his vision was for outdoor storage only with security, lighting, fencing and a gate key pad.

Commission discussed fencing versus screening, landscape buffers and the option for people to come back to the Commission to seek an alternate method to the Site Plan Ordinance should their situation/location not justify a six-foot, opaque fence or other landscape buffer.

Motion was made by Butler and seconded by Coleman to draft an ordinance including Chuck's four recommendations and including a fifth requirement allowing for a special use permit to the Board of Adjustment to regulate locations. Question was called for and on voice vote Chairperson Opie declared the motion carried unanimously.



**Consider request from Dan and Stacey Crow to amend the A-1 zoning classification to allow private campgrounds.**

Chuck reviewed the request with the Commission stating he researched several state, county and city regulations regarding campgrounds and found very little consistency. In most of the city and county ordinances reviewed, campgrounds are not listed as a permitted use. Chuck further shared Polk County's requirements and outlined the following requirements to be considered:

- Allow only as a special use within A-1 zoning requiring additional approval by the Board of Adjustment.
- Prohibit highway frontage.
- Mandate public restrooms/showers.
- Street and camp site lighting.

Stacey Crow spoke on behalf of her request stating her family owns 185 acres on the south side of Indianola. She has been consulting with Chip Smith, President of the Iowa Chapter of Camping, to gain better knowledge of private campgrounds. Mrs. Crow would like to have camp sites with full hook ups, sewer/water/electric that will accommodate larger campers. She wants to plan the project with two phases and the first phase would have 100 camp sites with restrooms, a storm shelter, laundry facilities and future camping cabins.

Commission discussed the existing areas where A-1 zoning exists and that a private campground may not be appropriate. Commission discussed the potential to place a special use permit condition on the ordinance to allow Board of Adjustment to regulate site specific areas and require adjacent property owner notification.

Farris questioned whether it was possible to create a separate zoning classification that allows for private campgrounds and having the land rezoned. Commission agreed that a special use permit would be best.

Motion was made by Rabe and seconded by Soldwisch to draft an ordinance including Chuck's four recommendations, Polk County's requirements, a park layout plan requirement and an adjacent property owner notification requirement. Question was called for and on voice vote Chairperson Opie declared the motion carried unanimously.

**Other Business**

Chuck informed the Commission that Council approved the preliminary plat of Ashton Park Plat 6 at their September 19, 2016 meeting.

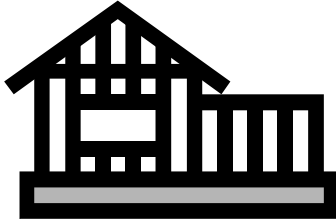
Meeting adjourned on a motion by Ormsby and seconded by Rabe.

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Doug Opie, Chairperson

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Mindi Robinson



**To:** Planning and Zoning Commission  
**From:** Chuck Burgin, Director of Community Development  
**Subject:** November 8, 2016 Meeting

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**Item #4** Consider request from Brian Poindexter of Poindexter Flooring Inc., at 2913 North Jefferson Way to seek an Alternate Method of Approval of the Architectural Design Standard of the Site Plan Ordinance.

Enclosed is the letter requesting the alternate method of approval, site plan of the area and a photo of the proposed building. I have also included photos of the east, north and south building elevations. All other requirements of the site plan ordinance can be met. The only issue Commission needs to address is the proposed exterior finish not meeting the architectural design standards for accessory buildings in excess of 150 sq. ft. with highway frontage.

The standard requires 100% of the east elevation to consist of an approved material such as brick, EFIS, split face block, etc. The north and south elevations must contain a minimum of 30% of the same approved material. The exterior finish on the west elevation is not regulated because it will not front the highway.

Mr. Poindexter makes several valid points regarding the proposed location of the building having limited visibility from the highway due to the elevation difference between the highway and the proposed location in relationship to the existing building, site and the speed of the traffic and the existing metal building. Furthermore, the east wall that would require 100% of approved material will be located only ten feet west of the current structure making almost the entire wall non-visible from most locations off site.

My concern as always is setting a precedence allowing a large all metal building along our most traveled highway. However, I believe there are enough logical reasons to allow this structure at this location provided the Commission is careful describing in detail why such a request is approved.

**Item #5** Consider request from Jon Roen to amend M-2 (General Industrial) zoning to allow outdoor storage facilities for boats, campers and other types of vehicles.

Enclosed are Jon's request, my October memo and a draft ordinance regulating the use. The issues we discussed at the October meeting have been addressed.

- Allowing outdoor storage uses within M-1 and M-2 as a special use permit requiring Board of Adjustment approval.
- A minimum of five off-street parking stalls for any building in excess of 150 sq. ft.
- Adding self storage uses within M-1 and M-2 zoning thus clarifying conflicts with the same listed use within C-2.

Please review prior to the meeting. Additional changes can still be made, however I would like to forward your recommendation to Council subject to any additional amendments to the draft.

**Item #6** Consider request from Dan and Stacey Crow to amend the A-1 zoning classification to allow private campgrounds as a permitted use.

Enclosed is the request from the Crow's, my October memo and a draft ordinance regulating the use. The issues that were discussed at the October meeting have been addressed.

- Allowing campgrounds as a special use requiring Board of Adjustment approval.
- Not allowing use with highway frontage.
- Requiring public restrooms/storm shelter.
- Written notification to adjoining property owners 15 days prior to hearing.
- Site plan indicating road, building camping stall and campground locations and limits.

Please review the draft prior to the meeting. Again, additional changes can still be made, however I would like to send your recommendation to Council subject to any additional amendments.

INDIANOLA PLANNING AND ZONING COMMISSION  
REGULAR MEETING  
NOVEMBER 8, 2016  
6:00 P.M.

The meeting was called to order by Vice Chairperson Joe Butler and on roll call the following members were present:

Joe Butler  
Tiffany Coleman  
Al Farris  
Ron Fridley  
Bob Ormsby  
Becky Needles  
Josh Rabe

Also present: Brian Poindexter, Stacey Crow, Ryan Crow, Mindi Robinson and Chuck Burgin.

The minutes of the October 11, 2016 meeting were approved on a motion made by Farris and seconded by Rabe. Question was called for and on voice vote Vice Chairperson Butler declared the motion carried unanimously.

**Consider request from Brian Poindexter of Poindexter Flooring Inc., at 2913 North Jefferson Way to seek an Alternate Method of Approval of the Architectural Design Standard of the Site Plan Ordinance.**

Chuck reviewed the request with the Commission stating the proposed building does not meet the architectural design standards for accessory buildings in excess of 150 sq. ft. with highway frontage. Chuck further stated that because the location of the proposed building will be hidden behind the existing structure and the limited visibility from the highway that his recommendation is to approve the request.

Commission discussed previous requests approved similar in nature. Brian Poindexter stated the proposed building would be for cold storage only.

Motion was made by Rabe and seconded by Ormsby to approve the request from Brian Poindexter to construct an accessory building without meeting the architectural design standards because the height and roof line of the proposed building will not exceed the height of the existing building, the alignment of the proposed building will be shadowed by the existing building, limited visibility and the distance from the highway to the proposed building. Question was called for and on voice vote Vice Chairperson Butler declared the motion carried unanimously.

**Consider request from Jon Roen to amend M-2 (General Industrial) zoning to allow outdoor storage facilities for boats, campers and other types of vehicles.**

Chuck reviewed the request stating the City Attorney drafted an ordinance that takes into consideration the items requested by Commission at the October 11, 2016 meeting.

Those items are as follows:

- Allowing outdoor storage uses within M-1 and M-2 as a special use permit requiring Board of Adjustment approval.
- A minimum of five off-street parking stalls for any building in excess of 150 sq. ft.
- Adding self storage uses within M-1 and M-2 zoning thus clarifying conflicts with the same listed use within C-2.

Farris questioned the date of October 11, 2016 as listed in the draft and reference to Section 165.35(s) under Section 1. #2 and Section 2. #2 of the draft ordinance. Chuck stated he would ask the City Attorney to confirm the correct date of the ordinance and also clarify the Section 165.35(2) be corrected.

Farris shared his concerns regarding existing M-1 and M-2 zoning areas in town that may be inappropriate for this type of use in the future, such as the highway corridors and East Euclid Avenue.

Motion was made by Farris and seconded by Fridley to amend the draft ordinance to add Special Requirement #4 to Section 1 and Section 2 that outdoor storage not be allowed adjacent to existing residential zoning.

Commission discussed the Board of Adjustment decision to regulate location of proposed outdoor storage. Chuck stated he would discuss the matter with the City Attorney as he does not want to limit good zoning practices if residential development occurred adjacent to an existing outdoor storage facility.

Question was called for and on voice vote Vice Chairperson Coleman declared the motion carried.

Motion was made by Farris and seconded by Needles to approve the draft ordinance amending M-1 (Limited Industrial) and M-2 (General Industrial) zoning to allow outdoor storage facilities for boats, campers and other types of vehicles, subject to Commission's changes regarding the draft date, Section 165.35(2) and adding Special Requirement #4 to Section 1 and Section 2 that outdoor storage not be allowed adjacent to existing residential zoning (subject to City Attorney approval). Question was called for and on voice vote Vice Chairperson Butler declared the motion carried unanimously.

**Consider request from Dan and Stacey Crow to amend the A-1 zoning classification to allow private campgrounds as a permitted use.**

Chuck reviewed the request stating the City Attorney drafted an ordinance that takes into consideration the items requested by Commission at the October 11, 2016 meeting.

Those items are as follows:

1. Allow only as a special use within the A-1 Agricultural District zoning requiring approval by the Board of Adjustment, subject to Section 165.35(s) and the other requirements contained in A-1 Agricultural District zoning.
2. Highway frontage is not allowed.
3. Public restrooms and showers that also is designed as a storm shelter shall be required.
4. Street and campsite lighting shall be required.
5. Written notification of the Board of Adjustment hearing shall be mailed to adjacent property owners at least 15 days prior to the hearing.
6. Submit to the Board of Adjustment a site plan indicating location of access roads, building, camping stalls and campground limits.

Chuck further stated the October 11, 2016 draft date and reference to Section 165.35(s) under Section 1. #2 and Section 2. #2 of the draft ordinance would be changed as necessary.

Ormsby questioned the storm shelter reference in Section 1 item 3 and whether that term was necessary in the draft. Commission agreed that the storm shelter verbiage should be removed from the ordinance.

Farris shared his concerns regarding future development of residential neighborhoods next to a campground facility. Farris questioned if campgrounds would be the best use of the land.

Commission discussed the requirement of Board of Adjustment to regulate site specific areas and the requirement of written notification to adjacent property owners allowing a hearing to voice concerns or comments.

Stacey Crow spoke on behalf of her request stating she has been working with Civil Engineering Associates on a site plan that has 90 sites with a restroom and shower facility, tent camping sites and an office/equipment storage space. Mrs. Crow further questioned what the future plans for her land would be if private campgrounds were not allowed in A-1 zoning. Chuck stated the future land use plan calls for low-medium density housing. Chuck further stated the topography of this particular land is difficult to develop and if there was a spot in town for private campground area this would be his recommendation.

Motion was made by Ormsby and seconded by Rabe to approve the draft ordinance amending the A-1 zoning classification to allow private campgrounds as a permitted use

subject to Commission's changes regarding the draft date, Section 165.35(2), removing storm shelter verbiage from requirement #3 under Section 1 and adding Special Requirement #4 to Section 1 and Section 2 that private campgrounds not be allowed to abut existing residential zoning. Question was called for and on voice vote Vice Chairperson Butler declared the motion carried unanimously.

### **Other Business**

Chuck informed the Commission that Council approved the first reading of the request from Bob Bash and Michael Patterson to purchase the south ½ of the north/south alley between Lots 3 and 4, Block 5, Berry's Addition at their November 7<sup>th</sup> meeting.

Meeting adjourned on a motion by Needles and seconded by Coleman.

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Joe Butler, Vice Chairperson

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Mindi Robinson

## **NOTICE OF PUBLIC HEARING**

**TO: ALL CITIZENS AND PARTIES IN INTEREST WHO MAY BE ENTITLED TO NOTICE OF THE INDIANOLA CITY COUNCIL'S INTENT TO HOLD A HEARING ON ORDINANCE AMENDING THE CITY CODE OF ORDINANCES OF THE CITY OF INDIANOLA, IOWA, CHAPTER 165, ZONING REGULATIONS, TO ALLOW FOR AND TO PROVIDE ADDITIONAL REQUIREMENTS FOR OUTDOOR STORAGE IN M-1 AND M-2 ZONING CLASSIFICATIONS**

**YOU ARE HEREBY NOTIFIED** that the City Council of the City of Indianola, Iowa, is considering the adoption of an ordinance to amend Chapter 165, Zoning Regulations to allow for outdoor storage under the conditions set out in the ordinance.

**YOU ARE FURTHER NOTIFIED** that the City Council of the City of Indianola, Iowa, intends to hold a hearing for consideration of said ordinance, and that the proposed ordinance is on file in the office of the City Clerk.

**YOU ARE FURTHER NOTIFIED** that this matter has been set for hearing and consideration on December 5, 2016, at 6:00 P.M., in the Council Chambers of the Municipal Building in Indianola, Iowa.

**YOU ARE FURTHER NOTIFIED** at the time and place aforesaid all persons will have opportunity to be heard for or against said ordinance.

This Notice is published by order of the City Council of the City of Indianola, Iowa on November 21, 2016.

DIANA BOWLIN, City Clerk



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER ORDINANCE  
AMENDING THE CITY CODE OF ORDINANCES OF THE CITY OF INDIANOLA,  
IOWA, CHAPTER 165, ZONING REGULATIONS, TO ALLOW FOR AND TO PROVIDE  
ADDITIONAL REQUIREMENTS FOR OUTDOOR STORAGE IN M-1 AND M-2  
ZONING CLASSIFICATIONS**

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**WHEREAS**, the City of Indianola, Iowa desires to amend Chapter 165, Zoning Regulations to allow for outdoor storage under the conditions set out in the ordinance; and

**WHEREAS**, a public hearing should now be set for consideration of said amendments to the Municipal Code of the City of Indianola.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Indianola, Iowa, that a public hearing before this Council on the proposed ordinance is set for 6:00 PM, on the 5<sup>th</sup> day of December 2016. The City Clerk is directed to publish Notice of said hearing at the time and in the manner required by law.

**Dated** this 21<sup>st</sup> day of November 2016.

\_\_\_\_\_  
Kelly B. Shaw, Mayor

**ATTEST:**

\_\_\_\_\_  
Diana Bowlin, City Clerk

**CITY OF INDIANOLA, IOWA**

**Ordinance No. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES OF THE CITY OF INDIANOLA, IOWA, CHAPTER 165, ZONING REGULATIONS, TO ALLOW FOR AND TO PROVIDE ADDITIONAL REQUIREMENTS FOR OUTDOOR STORAGE IN M-1 AND M-2 ZONING CLASSIFICATIONS**

**WHEREAS**, a request has been received to allow outdoor storage in the M-1 and M-2 zoning classifications; and

**WHEREAS**, the Planning and Zoning Commission met on November 8, 2016, to consider a proposal to amend the zoning regulations to allow for and to reflect additional approval requirements for outdoor storage in these classifications; and

**WHEREAS**, the Commission has made a recommendation to the City Council to amend Chapter 165; and

**WHEREAS**, a notice was published and a hearing held in accordance with the law, and the City Council now deems it reasonable and appropriate to amend Chapter 165 accordingly.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA:**

**Section 1.** Indianola Code Section 165, “M-1 Light Industrial District Zoning Regulations,” is hereby amended to specify self-storage uses shall be permitted uses within the M-1 zoning classification and by adding the following new subsection concerning outdoor storage:

Special Requirements for Outdoor Storage:

1. Outdoor storage in M-1 Light Industrial District is storage of recreational vehicles, boats, trailers and similar motorized vehicles.
2. Allow only as a special use requiring approval by the Board of Adjustment, subject to Section 165.35(2) and the other requirements contained in M-1 Light Industrial District zoning.
3. A minimum of five off-street parking stalls shall be required if a building in excess of 150 square feet is located on the site.
4. Not allowed to abut property that is zoned residential on the date the application for special use permit is submitted.

**Section 2.** Indianola Code Section 165, “M-2 General Industrial District Zoning Regulations,” is hereby amended to specify self-storage uses shall be permitted uses within the M-2 zoning classification and by adding the following new subsection concerning outdoor storage:

Special Requirements for Outdoor Storage:

1. Outdoor storage in M-2 General Industrial District is storage of recreational vehicles, boats, trailers and similar motorized vehicles.
2. Allow only as a special use within the M-2 General Industrial District zoning requiring approval by the Board of Adjustment, subject to Section 165.35(2) and the other requirements contained in M-2 General Industrial District zoning.
3. A minimum of five off-street parking stalls shall be required if a building in excess of 150 square feet is located on the site.
4. Not allowed to abut property that is zoned residential on the date the application for special use permit is submitted.

**Section 3.** Indianola Code Section 166.02, “Initial Procedure,” is hereby amended by adding the following concerning outdoor storage:

Notwithstanding anything contained herein, a site plan shall be required for any Outdoor Storage in M-1 Light Industrial District and M-2 General Industrial District.

**Section 4.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 5.** This ordinance shall be in full force and effect after passage, approval and publication as provided by law.

**PASSED AND ADOPTED** at Indianola, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Kelly B. Shaw, Mayor

**ATTEST:**

\_\_\_\_\_  
Diana Bowlin, City Clerk

First reading: \_\_\_\_\_

Second reading: \_\_\_\_\_

Third reading: \_\_\_\_\_

Publication Date: \_\_\_\_\_

**Meeting Date:** 11/21/2016

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**Information**

**Subject**

Resolution setting December 5, 2016 as a public hearing and first consideration of a request from Dan and Stacey Crow to amend the A-1 zoning classification to allow private campgrounds as a permitted use (P&Z approved unanimously on 11/8/16)

**Information**

Council needs to consider setting December 5, 2016 as a public hearing and first consideration to amend A-1 zoning to allow private campgrounds as a permitted use.

Enclosed is the request from the Dan and Stacey Crow, the P&Z October and November memo, P&Z minutes and the ordinance regulating the use. The issues that were discussed at the October meeting have been addressed.

- Allowing campgrounds as a special use requiring Board of Adjustment approval.
- Not allowing use with highway frontage.
- Requiring public restrooms/storm shelter.
- Written notification to adjoining property owners 15 days prior to hearing.
- Site plan indicating road, building camping stall and campground locations and limits.

P&Z approved unanimously.

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**Fiscal Impact**

**Attachments**

Information

PH Notice

Resolution

Ordinance

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Dan & Stacey Crow

36971 High Meadows LN

Cumming, IA 50061

September 8, 2016

COMMUNITY DEVELOPMENT

SEP 12 2016

INDIANOLA, IOWA



To Mayor, Council and Planning & Zoning commission

In care of Chuck Burgin

I would like to make a formal request on ground that I own in the city limits. The property is Lyelca of Warren Co. There is 26 +/- acres that is A-1 ground. We request that property be changed from A-1 to accommodate a campground.

My husband and I are planning on putting a campground on that piece of property. Right now it is pasture/timber ground that runs along the creek.

Thank you,

  
  
Daniel Crow

Stacey Crow

515-953-5012 home

515-321-1714 Stacey Cell

515-360-4537 Dan Cell

- (K) Campgrounds and Recreational Vehicle Camping parks (NAICS 721211)
- (1) A three (3) inch caliper tree shall be planted for each campsite not located on a wooded area.
  - (2) The perimeter of the site shall be developed with a bufferyard as required in Landscaping and Bufferyard requirements section of this Ordinance.
  - (3) Minimum Requirements for Park
    - (a) Maximum Density. Ten (10) unit spaces per net buildable acre of park site.
    - (b) A common service building providing laundry facilities, short order food service, accessory supplies, etc., may be included provided such building shall be located near the center of the park.
  - (4) Requirements for "campground or RV" spaces.
    - (a) Minimum Space Area. Three thousand two hundred (3,200) square feet.
    - (b) An off-drive parking area for each campsite.
    - (c) The minimum distance between any two (2) recreational vehicles shall be not less than twenty (20) feet.

(L) Communication Towers.

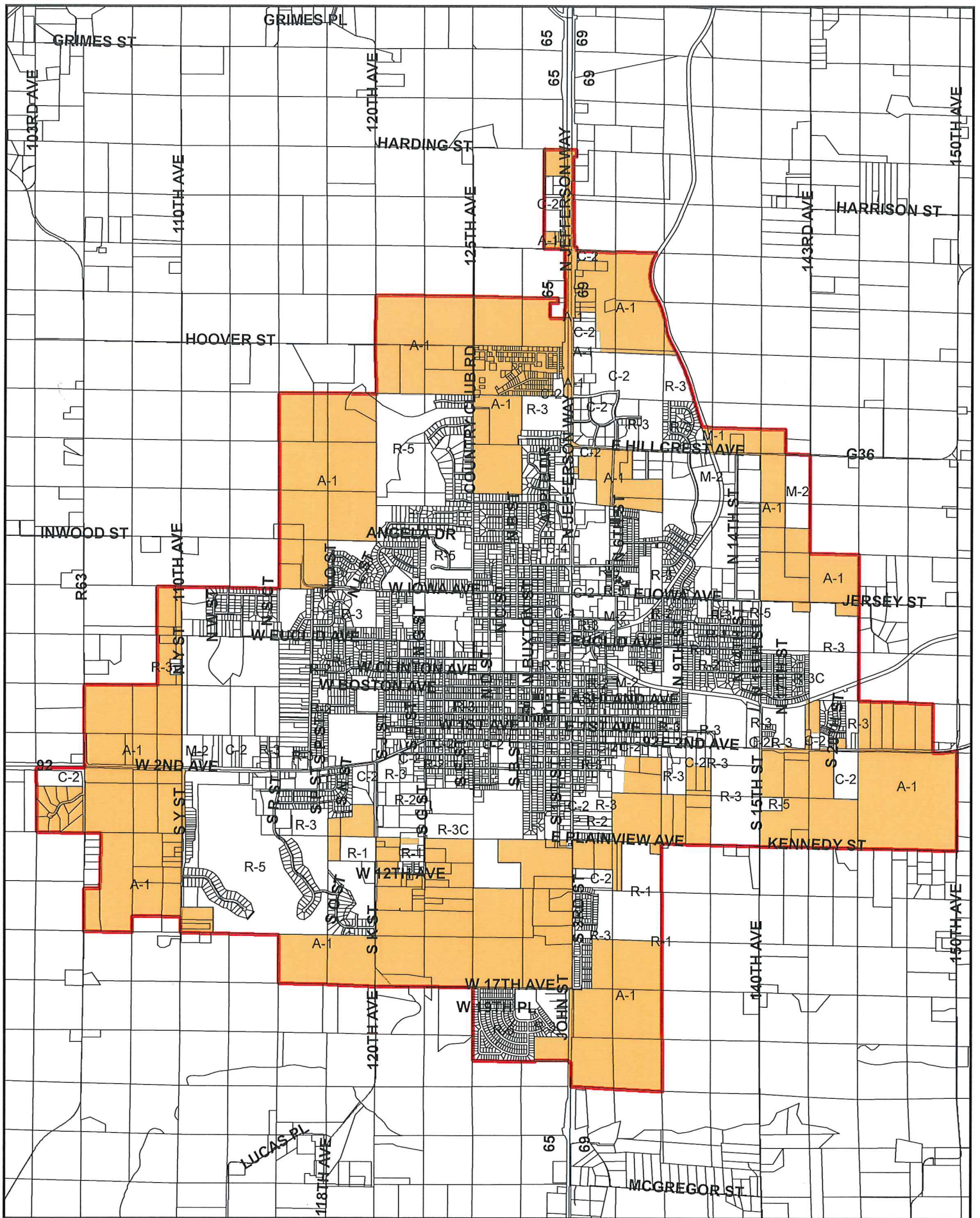
Radio or TV broadcasting towers, telecommunications towers, antenna arrays (except residential satellite dishes). All towers shall be located so that they do not interfere with radio and television reception in residential areas. All towers shall meet the Airport Tall Structures requirements.

The following regulations apply to all commercial communication towers except for ham and citizen band radios.

- (1) Height. The maximum height for a commercial communication tower in the HI District and LI District is 350'. The maximum height in the GC and AT Districts is 180'. There is no maximum height for commercial communications towers in the AG District.
- (2) Setbacks. A commercial communication tower and any accompanying structure must meet the standard nonresidential setbacks for the underlying district. In addition to the setback requirements, there must be sufficient radius of clear land around the tower so that its collapse will be contained on this property. Unless the collapse radius is otherwise specified and certified by an engineer licensed in Iowa, the tower shall be set back from the property line a distance equal to the height of the tower and antenna. Also, there must be enough area for a vehicle doing maintenance to maneuver on the property.
- (3) Lighting. Towers located within one (1) mile of a residential zoning district shall use dual lighting system strobe during the day and red incandescent lighting, at night or only red incandescent lighting, subject to FAA requirements.







A-1 Agriculture  
Zoning Classifications

 A-1



## **NOTICE OF PUBLIC HEARING**

**TO: ALL CITIZENS AND PARTIES IN INTEREST WHO MAY BE ENTITLED TO NOTICE OF THE INDIANOLA CITY COUNCIL'S INTENT TO HOLD A HEARING ON ORDINANCE AMENDING THE CITY CODE OF ORDINANCES OF THE CITY OF INDIANOLA, IOWA, CHAPTER 165, ZONING REGULATIONS, TO ALLOW FOR AND TO PROVIDE ADDITIONAL REQUIREMENTS FOR PRIVATE CAMPGROUNDS IN A-1 ZONING CLASSIFICATION**

**YOU ARE HEREBY NOTIFIED** that the City Council of the City of Indianola, Iowa, is considering the adoption of an ordinance to amend Chapter 165, Zoning Regulations to allow for private campgrounds under the conditions set out in the ordinance.

**YOU ARE FURTHER NOTIFIED** that the City Council of the City of Indianola, Iowa, intends to hold a hearing for consideration of said ordinance, and that the proposed ordinance is on file in the office of the City Clerk.

**YOU ARE FURTHER NOTIFIED** that this matter has been set for hearing and consideration on December 5, 2016, at 6:00 P.M., in the Council Chambers of the Municipal Building in Indianola, Iowa.

**YOU ARE FURTHER NOTIFIED** at the time and place aforesaid all persons will have opportunity to be heard for or against said ordinance.

This Notice is published by order of the City Council of the City of Indianola, Iowa on November 21, 2016.

DIANA BOWLIN, City Clerk

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER ORDINANCE AMENDING THE CITY CODE OF ORDINANCES OF THE CITY OF INDIANOLA, IOWA, CHAPTER 165, ZONING REGULATIONS, TO ALLOW FOR AND TO PROVIDE ADDITIONAL REQUIREMENTS FOR PRIVATE CAMPGROUNDS IN A-1 ZONING CLASSIFICATION**

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**WHEREAS**, the City of Indianola, Iowa desires to amend Chapter 165, Zoning Regulations to allow for private campgrounds under the conditions set out in the ordinance; and

**WHEREAS**, a public hearing should now be set for consideration of said amendments to the Municipal Code of the City of Indianola.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Indianola, Iowa, that a public hearing before this Council on the proposed ordinance is set for 6:00 PM, on the 5<sup>th</sup> day of December 2016. The City Clerk is directed to publish Notice of said hearing at the time and in the manner required by law.

**Dated** this 21<sup>st</sup> day of November 2016.

\_\_\_\_\_  
Kelly B. Shaw, Mayor

**ATTEST:**

\_\_\_\_\_  
Diana Bowlin, City Clerk

## **CITY OF INDIANOLA, IOWA**

**Ordinance No. \_\_\_\_\_**

### **AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES OF THE CITY OF INDIANOLA, IOWA, CHAPTER 165, ZONING REGULATIONS, TO ALLOW FOR AND TO PROVIDE ADDITIONAL REQUIREMENTS FOR PRIVATE CAMPGROUNDS IN A-1 ZONING CLASSIFICATION**

**WHEREAS**, a request has been received to allow development of a private campground in the A-1 zoning classification; and

**WHEREAS**, the Planning and Zoning Commission met on November 8, 2016, to consider a proposal to amend the zoning regulations to allow for and to reflect additional approval requirements for private campgrounds; and

**WHEREAS**, the Commission has made a recommendation to the City Council to amend Chapter 165; and

**WHEREAS**, a notice was published and a hearing held in accordance with the law, and the City Council now deems it reasonable and appropriate to amend Chapter 165 accordingly.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA:**

**Section 1.** Indianola Code Section 165, "A-1 Agricultural District Zoning Regulations," is hereby amended by adding the following new subsection concerning development of private campgrounds:

Special Requirements for Private Campgrounds:

1. Allow only as a special use within the A-1 Agricultural District zoning requiring approval by the Board of Adjustment, subject to Section 165.35(2) and the other requirements contained in A-1 Agricultural District zoning.
2. Highway frontage is not allowed.
3. Public restrooms and showers shall be required.
4. Street and campsite lighting shall be required.
5. Written notification of the Board of Adjustment hearing shall be mailed to adjacent property owners at least 15 days prior to the hearing.
6. Submit to the Board of Adjustment a site plan indicating location of access roads, building, camping stalls and campground limits.
7. Not allowed to abut property that is zoned residential on the date the application for special use permit is submitted.

**Section 2.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 3.** This ordinance shall be in full force and effect after passage, approval and publication as provided by law.

**PASSED AND ADOPTED** at Indianola, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Kelly B. Shaw, Mayor

**ATTEST:**

\_\_\_\_\_  
Diana Bowlin, City Clerk

First reading: \_\_\_\_\_

Second reading: \_\_\_\_\_

Third reading: \_\_\_\_\_

Publication Date: \_\_\_\_\_

**Meeting Date:** 11/21/2016

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**Information**

**Subject**

Resolution setting December 5, 2016 as a public hearing and first consideration of an ordinance amending Chapter 94 Authorizing Time of Sales Inspections within the City Sanitary Sewer System

**Information**

Council needs to set December 5, 2016 as a public hearing and first consideration of an ordinance (packet) authorizing time of sales inspections within the city sanitary sewer system.

WPC Superintendent Rick Graves and City Manager Ryan Waller shared this with realtors' from Iowa Realty and Exit Realty. Another local realtor was called but did not receive a call back. They also spoke with the County Recorder. After speaking with the realtors' and county recorder, the compliance timeframe was changed from 1 to 2 years, a re-inspection fee of \$50 for the first inspection and \$25 for re-inspections.

Staff would like to implement this ordinance starting March 1, 2017. This date will give ample time to share with the public by posting the ordinance on the city website, social media and adding information to the monthly utility bills.

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**Fiscal Impact**

**Attachments**

Memo

PH Notice of Time of Sale

Resolution

Ordinance

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## WATER POLLUTION CONTROL

To: Honorable Mayor and City Council

From: Rick Graves

Date: 11-14-2016

Re: Time of Sale Ordinance

Mayor and Council,

In your packet is a final draft of the Time of Sale Ordinance for your consideration. Ryan and I shared this with realtors' from Iowa Realty and Exit Realty. We attempted to call another local realtor but did not receive a call back. We also spoke with the County Recorder. After speaking with the realtors' and the county recorder, we have some changes from the first draft - compliance timeframe from 1 to 2 years (based on realtor feedback); a re-inspection fee (based on realtor feedback); a proposed fee of \$50 for first inspection and \$25 for re-inspections.

After your review of the ordinance and if you do not have any changes, we would like to implement the ordinance starting March 1, 2017. This date should give us ample time to share with the public by posting the ordinance on the city website, social media, and adding information to the monthly water bill.

Sincerely,

Rick Graves  
WPC Supt.  
City of Indianola



## **NOTICE OF PUBLIC HEARING**

**TO: ALL CITIZENS AND PARTIES IN INTEREST WHO MAY BE ENTITLED TO NOTICE OF THE INDIANOLA CITY COUNCIL'S INTENT TO HOLD A HEARING ON ORDINANCE AMENDING THE CITY CODE OF ORDINANCES OF THE CITY OF INDIANOLA, IOWA, CHAPTER 94, AUTHORIZING TIME OF SALE INSPECTIONS WITHIN THE CITY SANITARY SEWER SYSTEM**

**YOU ARE HEREBY NOTIFIED** that the City Council of the City of Indianola, Iowa, is considering the adoption of an ordinance to amend Chapter 94 to address the requirements of the IDNR by implementing a Time of Sale Inspection on all single family dwelling properties within the City of Indianola sanitary sewer system to ensure that the discharge of unpolluted waters into the sanitary sewer system is restricted.

**YOU ARE FURTHER NOTIFIED** that the City Council of the City of Indianola, Iowa, intends to hold a hearing for consideration of said ordinance, and that the proposed ordinance is on file in the office of the City Clerk.

**YOU ARE FURTHER NOTIFIED** that this matter has been set for hearing and consideration on December 5, 2016, at 6:00 P.M., in the Council Chambers of the Municipal Building in Indianola, Iowa.

**YOU ARE FURTHER NOTIFIED** at the time and place aforesaid all persons will have opportunity to be heard for or against said ordinance.

This Notice is published by order of the City Council of the City of Indianola, Iowa on November 21, 2016.

DIANA BOWLIN, City Clerk

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER ORDINANCE  
AMENDING THE CITY CODE OF ORDINANCES OF THE CITY OF INDIANOLA,  
IOWA, CHAPTER 94, AUTHORIZING TIME OF SALE INSPECTIONS WITHIN THE  
CITY SANITARY SEWER SYSTEM**

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**WHEREAS**, the City of Indianola, Iowa desires to amend Chapter 94 to address the requirements of the IDNR by implementing a Time of Sale Inspection on all single family dwelling properties within the City of Indianola sanitary sewer system to ensure that the discharge of unpolluted waters into the sanitary sewer system is restricted; and

**WHEREAS**, a public hearing should now be set for consideration of said amendments to the Municipal Code of the City of Indianola.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Indianola, Iowa, that a public hearing before this Council on the proposed ordinance is set for 6:00 PM, on the 5<sup>th</sup> day of December 2016. The City Clerk is directed to publish Notice of said hearing at the time and in the manner required by law.

**Dated** this 21<sup>st</sup> day of November 2016.

\_\_\_\_\_  
Kelly B. Shaw, Mayor

**ATTEST:**

\_\_\_\_\_  
Diana Bowlin, City Clerk



**ORDINANCE NO. 2016 - \_\_\_\_\_**

**ORDINANCE AMENDING THE INDIANOLA MUNICIPAL CODE BY  
ADDING CHAPTER 94, AUTHORIZING TIME OF SALE INSPECTIONS  
WITHIN THE CITY SANITARY SEWER SYSTEM**

**WHEREAS**, the City of Indianola is required by the Iowa Department of Natural Resources (IDNR) to reduce peak sanitary sewer flows caused by inflow and infiltration or the flow of clear water into the local wastewater collection system; and

**WHEREAS**, new Municipal Code Chapter 94 will address the requirements of the IDNR by implementing a Time of Sale Inspection on all single family dwelling properties within the City of Indianola sanitary sewer system to ensure that the discharge of unpolluted waters into the sanitary sewer system is restricted; and

**WHEREAS**, the City Council of the City of Indianola, Iowa now deems it proper to amend the Indianola Municipal Code Chapter 94 to the Municipal Code of the City of Indianola, Iowa entitled Sanitary Sewer Services – Time of Sale Inspections.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF INDIANOLA, IOWA:**

**Section 1:** That the Municipal Code of the City of Indianola, Iowa, be and it is hereby amended by adding a new Chapter 94 Sanitary Sewer Services – Time of Sale Inspections as follows:

**94.01 Purpose**

The Time of Sale Inspection is intended to help reduce peak sanitary sewer flows caused by inflow and infiltration or the flow of clear water into the sanitary sewer system. Iowa Department of Natural Resources (IDNR), which provides oversight of wastewater collection and treatment for the entire state, requires the City of Indianola to reduce peak flows to the local wastewater collection system. The Time of Sale Inspection allows the City to ensure that private properties have no illegal connections to the sanitary sewer system pursuant to Municipal Code Chapter 97.

**94.02 Required Inspection**

No person or entity shall transfer title of a single family dwelling property to another, nor accept from any other person or entity, the transfer of title to any structure or parcel of land upon which a structure is located within the City of Indianola sanitary sewer system unless and until the authorized Water Pollution Control Superintendent, or representative of the Superintendent, shall have inspected the sump pump system, lateral service line, interior floor drains, footing drains, yard drains, roof drains and downspouts, catch basins

and parking lot drains on said structure or parcel of land and certified to the City of Indianola that same is found to be in compliance with the provisions of this law, specifically Section 97.01, restricting the discharge of unpolluted waters into the sanitary sewer system in the City of Indianola sanitary sewer district; and the Water Pollution Control Superintendent or his/her designee has issued a Certificate of Compliance stating compliance. This section shall not apply to transfers of property by gift, intestacy or testamentary disposition; transfers pursuant to the federal bankruptcy act; transfers under Warren County Property Tax Foreclosures; and mortgage foreclosures or lateral lines that have been identified as multiple service. The fee required for inspection and any re-inspection shall be set by resolution of the City Council.

#### **94.03 Property Owner Responsibility**

The property owner must request a time of sale inspection by filing an application with the City of Indianola Water Pollution Control Department within at least fifteen (15) working days after listing said property. The fee required for this inspection, and any re-inspection, shall be set by resolution of the City Council. Upon successful inspection, the Office of Water Pollution Control will issue a Certificate of Compliance, which will expire after a period of two (2) years. The Certificate of Compliance shall be attached to the Groundwater Hazard Statement and presented to the Recorder along with all other required transfer documents.

If the inspection fails, the Water Pollution Control Superintendent will provide notice to the property owner(s) describing the prohibited discharges and recommendations to cure such discharges. When required, all permits necessary to cure violations must be obtained from the Community Development Department. The fee required for such permits shall be set by resolution by the City Council.

#### **94.04 Suspension of Certificate of Compliance**

The Water Pollution Control Superintendent, subject to the following, may temporarily suspend the requirement of a Certificate of Compliance as a prerequisite to transfer of title, as specified in the preceding section, provided that it is no later than ten (10) working days prior to the expected closing for said transfer:

1. The seller makes a written request to the Water Pollution Control Superintendent and such request includes a written, itemized quote from a plumber licensed with the State of Iowa that provides for correction of all identified discharges and addresses all recommendations specified in the Notice of Violation; and
2. The seller and purchaser shall have filed with the Water Pollution Control Superintendent a written guaranty to correct any identified deficiencies on said structure or parcel of land within 90 days after closing of sale or a period of time specified by the Water Pollution Control Superintendent; and
3. The purchaser or seller shall have provided a sum equal to 150% of the estimated costs contained in the itemized quote provided in item (1) above. Such sum shall be payable by certified check or bank draft at closing and held in escrow. Such sum will

be returned to the seller or purchaser if the corrections are completed within the time specified in the guaranty, but said sum shall be forfeited to the City of Indianola if needed corrections are not completed within the time frame specified in the written guaranty.

In the event that the needed corrections are not completed within the time specified in the written guaranty, the temporary waiver issued by the Water Pollution Control Superintendent shall immediately expire and the purchaser shall be subject to the penalties described in Section 99.05 (C).

**94.05 SPECIAL PENALTIES.** The following special penalty provisions shall apply to violations of this chapter:

1. Notice of Violation. Any person found to be violating any provision of this chapter shall be served by the City with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.
2. Continuing Violations. Any person who shall continue any violation beyond the time limit provided for in subsection 1 hereof shall be in violation of this Code of Ordinances. Each day in which any such violation shall continue shall be deemed a separate offense.
3. Liability Imposed. Any person violating any of the provisions of this chapter shall become liable to the City for any expense, loss, or damage occasioned the City by reason of such violation. Further, a violation of the provisions of this chapter shall be a violation considered a municipal infraction punishable in accordance with Chapter 4 of the Municipal Code.

**Section 2:** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 3:** This ordinance shall be in full force and effect on \_\_\_\_\_.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Kelly B. Shaw, Mayor

ATTEST:

\_\_\_\_\_  
Diana Bowlin, City Clerk

First reading: \_\_\_\_\_  
Second reading: \_\_\_\_\_  
Third reading: \_\_\_\_\_  
Publication Date: \_\_\_\_\_

**Meeting Date:** 11/21/2016

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**Information**

**Subject**

Resolution approving a one year lease agreement between the City of Indianola, First Baptist Church and Trinity United Presbyterian Church

**Information**

You have the revised agreement as signed by reps from each church. The agreement changes very little from the previous years. It is a good arrangement for the city (commuter parking) and church (no maintenance cost). The agreement includes:

- One year agreement (last one was five)
- City to provide churches and barricades to reserve parking when necessary
- Painting parking lines specifically designated

In addition to the above the city will encourage commuters to park on the south side of the lot to allow easier church access.

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**Fiscal Impact**

**Attachments**

Lease

Resolution

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## LEASE

THIS LEASE entered into this 21st day of November, 2016, between the First Baptist Church of Indianola, Iowa, and the Trinity United Presbyterian Church of Indianola, Iowa hereinafter called Lessors, in consideration of the agreements herein continued on the part of the City of Indianola, Iowa hereinafter called the Lessee, hereby leases to said Lessee from the 22nd day of November, 2016 to the 22nd day of November 2017 the following described real estate situate in Indianola, Warren County, Iowa the following premises owned by the First Baptist Church of Indianola, Iowa, to wit:

Lots One (1), Two (2), Three (3), Twenty-four (24), and the East Ten (10) feet  
Of Lot Four (4), Block Twenty-one-(21), Original Town Plat of Indianola, Iowa,  
All in the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) of Section  
Twenty-five (25), Township Seventy-six (76) North, Range Twenty-four (24),  
West of the Fifth P.M., Iowa,

And the following property, owned by Trinity United Presbyterian Church, Indianola, Iowa, to wit:

West 20 feet of Lot Four (4), all of Lot Five (5), and the East 20.8 feet of Lot Six (6),  
Block Twenty-one (21), Original Town Plat of Indianola, all in the Southeast Quarter  
Of the Northwest Quarter (SE ¼ NW ¼) of Section Twenty-five (25), Township  
Township Seventy-six (76) North, Range Twenty-four (24), West of the Fifth P.M., Iowa

Lessee, in consideration of said leasing agrees: To maintain the present parking lot upon said premises in accordance with the policy of the City of Indianola on maintaining parking lots and alleys adopted by the City Council on August 1, 1977. It is understood that maintenance shall include snow removal, dust and litter control and painting of parking lines. Lessee agrees to enforce all applicable City Ordinances which pertain to city-owned parking lots. In addition, the City shall provide two barricades for use by both entities.

The use of said premises shall be a public parking lot for the City of Indianola, Iowa, subject to the Lessors' right to use and enjoy said premises for each of the Lessor's respective needs for their congregations and/or large gatherings of people, including Sunday's church services, which right the Lessors hereby reserve.

Lessor shall not be liable for any loss or damage to property caused by any sources whatever nor shall the Lessor be liable for any damage or injury to persons or property occurring or arising on said premises from any cause whatever during the term of this Lease. Lessor agrees to save Lessee harmless from any suit or claim and to defend any suit or claim arising in connection with the use or occupancy of real estate as described above.

When fully executed, this Lease shall take precedence over and shall in effect negate the obligations and provisions of a prior lease describing the same parcel between the same parties dated the 23<sup>rd</sup> day of June, 1969.

Dated at Indianola, Iowa this 21st day of November, 2016.

LESSORS:

FIRST BAPTIST CHURCH OF INDIANOLA, IOWA

By: Carol A. McKinney

TRINITY UNITED PRESBYTERIAN CHURCH OF INDIANOLA, IOWA

By: Rodney W. Bullock

LESSEES:

CITY OF INDIANOLA, IOWA

By: \_\_\_\_\_  
Kelly B. Shaw, Mayor

By: \_\_\_\_\_  
Diana Bowlin, City Clerk

STATE OF IOWA, WARREN COUNTY, ss:

On this 14<sup>th</sup> day of November, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carl A. McKinney, to me personally known, who being by me duly sworn did say that he is the Trustee of the First Baptist Church of Indianola, Iowa, respectively, who executed the within and foregoing instrument to which this is attached, and that said instrument was signed and sealed on behalf of said First Baptist Church of Indianola, Iowa, by authority of the First Baptist Church of Indianola, Iowa, that Mary Zimmerman, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of the First Baptist Church of Indianola, Iowa, and by it and by them voluntarily executed.

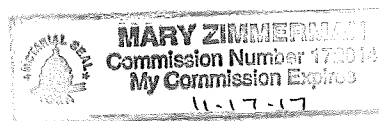


Mary Zimmerman  
Notary Public in and for the State of Iowa

STATE OF IOWA, WARREN COUNTY, ss:

On this 14<sup>th</sup> day of November, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rodney W. Pickett, to me personally known, who being by me duly sworn did say that he is the Trustee of the Trinity United Presbyterian Church of Indianola, Iowa, respectively, who executed the within and foregoing instrument to which this is attached, and that said instrument was signed and sealed on behalf of said Trinity United Presbyterian Church of Indianola, Iowa, by authority of the Trinity United Presbyterian Church of Indianola, Iowa, that Mary Zimmerman as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of the Trinity United Presbyterian Church of Indianola, Iowa, and by it and by them voluntarily executed.

Mary Zimmerman  
Notary Public in and for the State of Iowa



**RESOLUTION NO. 2016 -**

**RESOLUTION APPROVING LEASE AGREEMENT FOR PARKING WITH  
THE FIRST BAPTIST CHURCH OF INDIANOLA, IOWA AND THE TRINITY  
UNITED PRESBYTERIAN CHURCH OF INDIANOLA, IOWA**

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**WHEREAS**, the City of Indianola, Iowa has leased a parking area from the First Baptist Church of Indianola, Iowa and the Trinity United Presbyterian Church of Indianola, Iowa since June 23, 1969; and

**WHEREAS**, the parties desire to negate the obligations and provisions of the prior lease and enter into a new Lease in the form attached hereto as Exhibit "A"; and

**WHEREAS**, the City Council of the City of Indianola, Iowa believes it is in the best interest of the City to enter into the new Lease.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Indianola, Iowa, that the Lease in the form attached as Exhibit "A" is hereby approved.

**BE IT FURTHER RESOLVED** by the City Council of the City of Indianola, Iowa, that the Mayor and City Clerk are directed to execute the Lease.

Dated this 21st day of November 2016.

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Kelly Shaw, Mayor

**ATTEST:**

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Diana Bowlin, City Clerk



**Meeting Date:** 11/21/2016

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**Information**

**Subject**

Resolution approving 28E Agreement For Mutual Assistance for Polk County Area Fire/Rescue Services

**Information**

Council needs to consider the resolution (packet) approving the 28E Agreement for Mutual Assistance for Polk County Area Fire/Rescue Service (packet).

Recent changes in the Public Assistance Program (i.e. money from FEMA to help reimburse following federally declared disasters) now states that you cannot be reimbursed for helping another community, unless you have an agreement to charge. Polk County Fire Chiefs Association has been working on updating the agreement which uses a 12-hour operational period as a cut-off. If an incident lasts twelve hours or longer, the Providing Entity may seek compensation from the Requesting Entity for the cost of providing the services set forth in the Agreement. [Note: Only the receiving community can request reimbursement from FEMA.] The Fire Department felt 12-hours was a reasonable line between normal mutual aid events and significant events that may rise to the level of a federally declared disaster.

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**Fiscal Impact**

**Attachments**

Resolution

28E Agreement

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RESOLUTION NO. 2016-\_\_\_\_\_

RESOLUTION APPROVING 28E AGREEMENT FOR MUTUAL  
ASSISTANCE FOR POLK COUNTY AREA FIRE/RESCUE SERVICES

WHEREAS, the City of Indianola (the "City") desires to enter into this 28E Agreement ("Agreement"), the purpose of which is to provide for the Emergency Services of one entity to the other in such emergency or needed situations requiring additional, special personnel, and/or equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA:

That the City approves the 28E Agreement for Mutual Assistance for Polk County Area Fire/Rescue Services; and the Mayor, is hereby authorized and directed to execute said Agreement on behalf of the City.

PASSED AND APPROVED THIS 21<sup>ST</sup> day of NOVEMBER, 2016.

By: \_\_\_\_\_  
Kelly B. Shaw, Mayor

ATTEST:

By: \_\_\_\_\_  
Diana Bowlin, City Clerk

## **28E AGREEMENT FOR MUTUAL ASSISTANCE**

### **for Polk County Area Fire/Rescue Services**

**WHEREAS**, the undersigned entities (“Party” or collectively “Parties”) provide fire/rescue services and/or emergency medical services (“Emergency Services”) in Polk County and/or the adjoining counties of Boone County, Dallas County, Jasper County, Madison County, Marion County, Marshall County, Story County and Warren County (“adjoining counties”); and

**WHEREAS**, there has been a long standing Mutual Aid Agreement among Polk County fire/rescue and emergency medical services and/or other entities to provide mutual aid in Polk County and adjoining counties in a time of need;

**WHEREAS**, the current Mutual Aid Agreement is entitled 28E Agreement for Mutual Assistance for Polk County Fire/Rescue Services and is filed with the Iowa Secretary of State at 10:51 a.m. on June 24, 2015, numbered M508206 (“2015 Agreement”); and

**WHEREAS**, the 2015 Agreement has been in force for one year and Parties desire to update; and

**WHEREAS**, the Parties have a desire to assist each other in time of need; and

**WHEREAS**, the Parties each maintain adequate Emergency Services equipment and personnel to respond to the normal emergencies occurring within their respective jurisdictions; and

**WHEREAS**, situations may arise in regard to emergencies or circumstances which exhaust available personnel and equipment, or require additional or specialty personnel or additional and/or special equipment that the responsible jurisdiction may not have available at any given time; and

**WHEREAS**, to combat such emergency situations, it is desirable for the Parties to render needed Emergency Services upon a reciprocal basis; and

**WHEREAS**, the governing bodies of each party are desirous of entering into this 28E Agreement (“Agreement”), the purpose of which is to provide for the Emergency Services of one entity to the other in such emergency or needed situations requiring additional, special personnel, and/or equipment.

### **NOW, THEREFORE, BE IT AGREED AS FOLLOWS:**

#### **I. Incorporation of Recitals**

The foregoing Recitals are incorporated herein as if fully set forth in this paragraph.

## **II. Definitions**

- A. Mutual Aid. The assistance of Emergency Services personnel and equipment provided by one Party (“Providing Entity”) and requested by the other Party (“Requesting Entity”) to this Agreement.
- B. Incident Commander. The person who, by virtue of his/her position with the Requesting Entity, is responsible for the overall command and direction of the Emergency response activities.
- C. Emergency. Any situation where a Party, due to lack of personnel or training, special equipment needs or magnitude of event, and based upon actual circumstances, concludes that assistance is needed to protect life, stabilize the incident, and/or protect property within its jurisdiction.

## **III. Purpose**

This Agreement is made pursuant to Chapter 28E, Code of Iowa. The purpose of this Agreement is to provide for Mutual Aid in case of an Emergency arising within the jurisdiction of the Parties to this Agreement.

## **IV. Request for Assistance**

All requests for Mutual Aid in an Emergency shall be made by an Emergency Services director or designee of the Requesting Entity. Such requests shall state the exact nature of the Emergency and shall include the amount and type of equipment and the number and skills of personnel required, and shall specify the location where the personnel and equipment are needed. The final decision of type and amount of equipment and number of personnel to be provided by the Providing Entity to the Requesting Entity shall be at the sole discretion of the Providing Entity. Further, the Providing Entity shall be held harmless by the Requesting Entity from liability in connection with its final decision on type and amount of equipment and number of personnel to be provided to the Requesting Entity.

## **V. Authority over Joint Operations**

The Incident Commander of the Requesting Entity shall retain overall control of all Emergency response activities. The ranking supervisor of the Providing Entity shall remain in command of his/her personnel and equipment subject, however, to the direction and control of the Incident Commander.

## **VI. Liability**

Employees or volunteers of either Party acting pursuant to this Agreement shall be considered as acting under the lawful orders and instructions pertaining to their

employment or volunteer status with such Party. Under no circumstances are employees or volunteers of one Party to be considered employees or volunteers of the other Party.

Each Party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its personnel as consequence of the performance of this Agreement. Each Party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees or volunteers, including injury or death of its personnel, occurring as a consequence of the performance of this Agreement, whether the damages, costs, injury or death occurs at an Emergency in the Party's own jurisdiction or in the jurisdiction of the other Party. Nothing in this agreement is intended nor does it waive any right to seek federal or other assistance provided for disaster relief.

Except as provided herein, each Party shall be responsible for the acts or omissions of its own employees, and shall indemnify, defend and hold harmless the Other Party, its officers, agents and employees from and against any and all suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees arising from loss of or damage to private property, and/or the death of or injury to private persons, arising from services of response rendered pursuant to this Agreement. Provided, however, the Requesting Entity shall indemnify, defend and hold harmless the Providing Entity where any suits, actions, debts, damages, costs, charges or expenses arise from execution of a specific command or order pursuant to paragraph V of this Agreement.

Nothing in this Agreement shall prevent or limit either Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective party and nothing herein shall be so construed. Each Party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses of immunities available under applicable law.

This article shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

## **VII. Compensation**

- A. Emergency Services. For Emergency Services, no Party shall be required to reimburse any other Party for the cost of providing the services set forth in this Agreement, unless the incident lasts twelve hours or longer. If an incident lasts twelve hours or longer, the Providing Entity may seek compensation from the Requesting Entity for the cost of providing the services set forth in this Agreement.

All services are billable if the incident lasts a minimum of twelve consecutive hours. Services include, but are not limited to:

- a. Personnel (including backfill personnel)
- b. Equipment (at rates defined by FEMA)
- c. Supplies (actual cost incurred, including shipping of replacement supplies)

Documentation is required in the form of an incident report which clearly lists personnel, equipment and supplies used. Supply usage also requires an actual invoice copy.

- B. Emergency Medical Services. The Party transporting a patient from an emergency location to a medical facility will be responsible for billing the patient for services rendered.

If the Providing Entity provides supplemental services or a higher level of medical services than the Requesting Entity, such as paramedic services, the Requesting Entity may bill the patient for the supplemental services pursuant to accepted billing standards. In the event the Requesting Entity does not charge for ambulance services, the Providing Entity will bill the patient for services rendered and retain one hundred percent (100%) of fees collected.

- C. Hazardous Materials Services. The Providing Entity may bill the responsible person (as defined by Iowa Administrative Code Sections 133.2 and 133.3) at a hazardous substance or condition incident (as defined in Iowa Administrative Code Section 133.1(2)) to reclaim costs associated with responding to the incident.

## **VIII. Termination**

This Agreement may be terminated with respect to that Party for any reason by any Party by giving written notice, by certified mail to the President of the Polk County Fire Chief's Association. This Agreement shall thereafter terminate, with respect to that Party only, sixty (60) days from the date of receipt of termination notice. Upon termination, said terminating Party shall have no further responsibility or obligation or benefits from the other Parties to the Agreement, under this Agreement, except as provided herein.

## **IX. Effective Date**

This Agreement shall be in full force and effect at 12:01 a.m., January 1, 2017, by and between the Parties who have obtained approval hereof by their respective governing bodies. Prior to January 1, 2017, the President of the Polk County Fire Chief's Association shall have filed this Agreement with the Iowa Secretary of State as required by Iowa Code section 28E.9. This Agreement shall remain in full force and effect for an indefinite period of time from the effective date hereof until terminated as provided in paragraph VII.

**X. Prior Mutual Assistance Agreements**

This Agreement supersedes the 2015 Agreement in full.

**XI. Amendments**

This Agreement represents the entire Agreement of the Parties. Any amendments must be in writing, approved by the governing body of all Parties, and executed by the authorized representatives of all Parties. Any and all amendments must comply with the provisions of Iowa Code section 28E.8. Any and all such requirements shall be done by the then presiding President of the Polk County Fire Chief's Association or President's designee.

**XII. Validity**

In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa law, the remaining portions of this Agreement that are valid shall continue in full force and effect.

**XIII. No Separate Entity Created -- Administration**

It is the Intent of the Parties not to create a separate legal entity or administrative agency under this Agreement. The then presiding President of the Polk County Fire Chief's Association shall serve as Administrator of this undertaking.

**XIV. No Real or Personal Property**

No real or personal property will be acquired, held or disposed of during this undertaking as no separate entity has been created.

**XV. Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflicts of laws rules), and applicable federal law.

**XVI. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

**28E AGREEMENT FOR MUTUAL ASSISTANCE**  
**for Polk County Area Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Assistance for Polk County Area Fire/Rescue Services.

**Effective Date:** January 1, 2017

**Legal Name of Jurisdiction:** \_\_\_\_\_

\_\_\_\_\_  
Jurisdiction Official

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Chief/Director

\_\_\_\_\_  
Dated



Meeting Date: 11/21/2016

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**Information**
**Subject**

Authorize past due sewer, recycling and storm water fees to be sent to the State Off-Set Program for collection

\* Sewer \$3,030.24, recycling \$686.70, storm water fee \$69.31

**Information**

This is quarterly procedure where the city sends past due debt to the State Income Offset Program that receives \$7 for each account collected. These past due amounts will remain on customer's utility account at the City Clerk's Office.

We are sending past due balances of \$3,030.24 sewer, \$686.70 recycling and \$69.31 for storm water to the State Income Offset Program for collection. These numbers indicate our Clerk's Office staff does an outstanding job collecting bills. Hats off to all!

A comparison of past quarters are shown below:

<u>Date</u>	<u>Sewer</u>	<u>Recycling</u>	<u>Storm Water</u>
April 2016-June 2016	\$5,270.54	\$583.05	\$167.41
January 2016 - March 2016	\$4,886.69	\$649.23	\$137.44
October 2015 - December 2015	\$5,313.43	\$663.76	\$143.91
July 2015 - September 2015	\$5,294.54	\$643.19	\$127.22
April 2015 - June 2015	\$6,145.16	\$726.13	\$179.26
January 2015-March 2015	\$4,823.37	509.39	\$84.33
October 2014 - December 2014	\$6,461.50	\$1,054.09	307.76
July 2014 - September 2014	\$4,809.48	\$611.40	\$86.41
April 2014 - June 2014	\$10,634.12	\$1,163.98	\$239.65
January 2014 - March 2014	\$5,826.12	\$485.53	\$191.89
October 2013-December 2013	\$3,770.58	\$731.48	\$111.22
July 2013 - September 2013	\$5,345.90	\$792.73	\$150.25
April 2013 - June 2013	\$6,081.27	\$826.84	\$217.18
January 2013-March 2013	\$5,984.81	\$974.48	\$106.96

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**Fiscal Impact**
**Attachments**

*No file(s) attached.*

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**Meeting Date:** 11/21/2016

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**Information**

**Subject**

Claims on the computer printout for November 21, 2016 and the October 2016 receipts

**Information**

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**Fiscal Impact**

**Attachments**

Claims

Vendor Report

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Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
<b>GENERAL FUND</b>				
BRICK GENTRY P.C.	001-6500-64110	LEGAL SERVICES	10/25/2016	600.00
CAPITAL EXPRESS	001-6200-65080	POSTAGE	10/29/2016	41.15
CDW GOVERNMENT INC	001-6210-64190	NETMOTION UPN LICENSE FOR MOBILE DEVICES	10/31/2016	310.67
CIVIC SYSTEMS LLC	001-6200-62300	EMPLOYEE TRAINING	11/01/2016	1,499.90
DES MOINES WATER WORKS	001-6200-65080	OCTOBER BILLING	11/10/2016	3,079.09
DES PLANQUES, CHRIS	001-6200-62700	MILEAGE	10/21/2016	34.78
DES PLANQUES, CHRIS	001-6200-62700	MILEAGE	10/28/2016	21.17
ELLIS LAW OFFICES P.C.	001-6500-64110	LEGAL SERVICES	10/31/2016	60.00
ELLIS LAW OFFICES P.C.	001-6500-64110	K STOCKDALE	10/31/2016	135.00
ELLIS LAW OFFICES P.C.	001-6500-64110	M BOHEMAN	10/31/2016	15.00
ELLIS LAW OFFICES P.C.	001-6500-64110	T MODELMOG	10/31/2016	90.00
ELLIS LAW OFFICES P.C.	001-6500-64110	S LYONS	10/31/2016	277.50
ELLIS LAW OFFICES P.C.	001-6500-64110	MUNICIPAL INFRACTION N KENWOOD	10/31/2016	165.00
ELLIS LAW OFFICES P.C.	001-6500-64110	MUNICIPAL INFRACTION S. 'G'	10/31/2016	15.00
ELLIS LAW OFFICES P.C.	001-6500-64110	MUNICIPAL INFRACTION E CLINTON	10/31/2016	75.00
ELLIS LAW OFFICES P.C.	001-6500-64110	TOBACCO LICENSE	10/31/2016	30.00
ELLIS LAW OFFICES P.C.	001-6500-64110	MUNICIPAL INFRACTION E IOWA	10/31/2016	30.00
ELLIS LAW OFFICES P.C.	001-6500-64110	A MOHAMED	10/31/2016	427.50
ELLIS LAW OFFICES P.C.	001-6500-64110	T SIMMONS	10/31/2016	390.00
ELLIS LAW OFFICES P.C.	001-6500-64110	C CARPENTER	10/31/2016	510.00
ELLIS LAW OFFICES P.C.	001-6500-64110	L TIMMINS	10/31/2016	510.00
ELLIS LAW OFFICES P.C.	001-6500-64110	K TUMPEK	10/31/2016	232.50
ELLIS LAW OFFICES P.C.	001-6500-64110	C WRIGHT	10/31/2016	307.50
ELLIS LAW OFFICES P.C.	001-6500-64110	E BACH	10/31/2016	285.00
ELLIS LAW OFFICES P.C.	001-6500-64110	M MURL	10/31/2016	420.00
ELLIS LAW OFFICES P.C.	001-6500-64110	E BENNETT	10/31/2016	150.00
ELLIS LAW OFFICES P.C.	001-6500-64110	Z McENTEE	10/31/2016	337.50
ELLIS LAW OFFICES P.C.	001-6500-64110	C CROW	10/31/2016	45.00
ELLIS LAW OFFICES P.C.	001-6500-64110	G FAUBLE	10/31/2016	210.00
ELLIS LAW OFFICES P.C.	001-6500-64110	B MORGAN	10/31/2016	240.00
ELLIS LAW OFFICES P.C.	001-6500-64110	C WOODFORD	10/31/2016	120.00
ELLIS LAW OFFICES P.C.	001-6500-64110	K DICK	10/31/2016	360.00
ELLIS LAW OFFICES P.C.	001-6500-64110	V VOSHELL	10/31/2016	450.00
ELLIS LAW OFFICES P.C.	001-6500-64110	M VOSHELL	10/31/2016	345.00
ELLIS LAW OFFICES P.C.	001-6500-64110	N SOLOMAN	10/31/2016	75.00
ELLIS LAW OFFICES P.C.	001-6500-64110	G GRAHAM	10/31/2016	75.00
ELLIS LAW OFFICES P.C.	001-6500-64110	J PETERSON	10/31/2016	45.00
ELLIS LAW OFFICES P.C.	001-6500-64110	MUNICIPAL INFRACTION N 'C'	10/31/2016	60.00
ELLIS LAW OFFICES P.C.	001-6500-64110	N RIPPERGER	10/31/2016	75.00
ELLIS LAW OFFICES P.C.	001-6500-64110	S LAWRENCE	10/31/2016	75.00
H & W RECYCLING	001-2900-64990	E-CYCLING	11/03/2016	330.00
IOWA ASSOC OF MUN UTILITIE	001-6500-64990	SAFETY CONSULTATION - OCTOBER 2016	10/31/2016	145.93
JIM'S JOHNS	001-2900-64990	KYBO'S (DUMP)	10/11/2016	40.00
MARCHANT, GREG	001-5200-65990	ECONOMIC DEV CONTRACT	11/14/2016	750.00
MID AMERICAN ENERGY CO.	001-6500-63710	05931-25003 N HWY 65/69 ENTRANCE SIGN	11/15/2016	16.13
MID AMERICAN ENERGY CO.	001-2300-63710	26321-30003 ST LIGHTING	11/15/2016	154.92
PELLA PRINTING	001-6250-65070	BUSINESS CARDS	10/17/2016	65.00
RECORD-HERALD AD CONTRA	001-2900-64020	FALL CLEAN UP AD	09/28/2016	548.80
UNUM LIFE INSURANCE CO OF	001-1700-61550	LIFE, AD&D AND LTD INSURANCE	11/17/2016	84.17
UNUM LIFE INSURANCE CO OF	001-6210-61550	LIFE, AD&D AND LTD INSURANCE	11/17/2016	43.91
UNUM LIFE INSURANCE CO OF	001-6150-61550	LIFE, AD&D AND LTD INSURANCE	11/17/2016	33.62
UNUM LIFE INSURANCE CO OF	001-6200-61550	LIFE, AD&D AND LTD INSURANCE	11/17/2016	128.64
VERIZON WIRELESS	001-6200-63730	WIRELESS FOR SPARE LAPTOP	10/26/2016	20.01
WALLER, RYAN	001-6150-63730	CELL PHONE 10/9/16 - 11/8/16	11/08/2016	75.00
WARREN COUNTY ENGINEER	001-1700-65050	FUEL DISTRIBUTION	11/01/2016	47.93
WARREN COUNTY ENGINEER	001-6210-65050	FUEL DISTRIBUTION	11/01/2016	8.38
WARREN COUNTY RECORDER	001-6500-64050	REC. FEES	10/31/2016	12.00

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
Total GENERAL FUND:				14,728.70
<b>POLICE FUND</b>				
BLONDOWSKI, SLAWOMIR	011-1100-61810	UNIFORMS	11/03/2016	169.97
BLONDOWSKI, SLAWOMIR	011-1100-61440	WELLNESS - NOV 2016	11/06/2016	25.00
BRICK GENTRY P.C.	011-1100-64110	LEGAL FEES	10/26/2016	375.00
CARPENTER UNIFORM CO	011-1100-61810	CREDIT FOR UNIFORMS/WILLIAMS	08/12/2016	63.00
CARPENTER UNIFORM CO	011-1100-61810	VEST- JONES/WILLIAMS/DARRAH	10/28/2016	2,025.00
CARPENTER UNIFORM CO	011-1100-61810	VEST - DWYER	11/07/2016	689.00
CDW GOVERNMENT INC	011-1100-67240	NETMOTION UPN LICENSE FOR MOBILE DEVICES	10/31/2016	310.67
DOWNEY TIRE SERVICE	011-1100-63320	REPAIR	11/11/2016	25.69
INFOMAX OFFICE SYSTEMS IN	011-1100-64990	CONTRACT	11/01/2016	489.91
RECORD-HERALD AD CONTRA	011-1100-64020	ADVERTISING	09/28/2016	180.00
SECRETARY OF STATE	011-1100-64990	NOTARY - LARGESSE	11/10/2016	30.00
SHER, BRIAN	011-1100-63730	CELL PHONE 09/23/16 - 10/22/16	11/17/2016	50.00
UNUM LIFE INSURANCE CO OF	011-1100-61550	LIFE, AD&D AND LTD INSURANCE	11/17/2016	397.59
WARREN COUNTY ENGINEER	011-1100-65050	FUEL DISTRIBUTION	11/01/2016	1,555.52
Total POLICE FUND:				6,260.35
<b>FIRE FUND</b>				
A-CHECK GLOBAL	015-1500-64990	BACKGROUND CHECKS	10/31/2016	36.50
BRICK GENTRY P.C.	015-1500-64110	LEGAL FEES	10/25/2016	135.00
DINGES FIRE COMPANY	015-1500-65500	PPE - HOODS	11/03/2016	464.47
DINGES FIRE COMPANY	015-1500-65070	SCBA MASK BAGS	11/07/2016	54.80
SANDRY FIRE SUPPLY LLC	015-1500-65500	P.P.E. NAME PLATES	10/21/2016	267.70
SANDRY FIRE SUPPLY LLC	015-1500-65500	SCBA - PARTS (PPE)	11/04/2016	815.20
UNUM LIFE INSURANCE CO OF	015-1500-61550	LIFE, AD&D AND LTD INSURANCE	11/17/2016	42.97
VERIZON WIRELESS	015-1500-63730	330 LAPTOP/330 CELL	10/26/2016	50.65
WARREN COUNTY ENGINEER	015-1500-65050	FUEL DISTRIBUTION	11/01/2016	443.65
Total FIRE FUND:				2,310.94
<b>AMBULANCE FUND</b>				
AIRGAS USA LLC	016-1600-65070	OXYGEN	10/31/2016	67.08
AIRGAS USA LLC	016-1600-65070	OXYGEN	10/31/2016	60.20
BRICK GENTRY P.C.	016-1600-64110	LEGAL FEES FORD 245	10/25/2016	217.50
COVENTRY HEALTHCARE OF I	016-1600-66990	REFUND	11/17/2016	272.26
DE CAMP, ADAM	016-1600-66990	REFUND	11/17/2016	.69
FETTEN SIGN COMPANY	016-1600-65070	GOLD LEAF -M 247 SIGNS	11/03/2016	850.00
HARKIN, MARK	016-1600-66990	REFUND	11/11/2016	1,325.13
PHILIPS MEDICAL CAPITAL	016-1600-67245	EMS MONITORS/CARDIAC	11/06/2016	1,349.56
TRIZETTO PROVIDER Solutio	016-1600-67240	ELECTRONIC CLAIMS FILED	11/01/2016	54.14
UNUM LIFE INSURANCE CO OF	016-1600-61550	LIFE, AD&D AND LTD INSURANCE	11/17/2016	188.13
VERIZON WIRELESS	016-1600-63730	EMS CELL PHONES	10/26/2016	313.55
VICKROY, KELLY	016-1600-66990	REFUND	11/04/2016	619.02
WARREN COUNTY ENGINEER	016-1600-65050	FUEL DISTRIBUTION	11/01/2016	926.80
WILLIS, HARLEN	016-1600-66990	REFUND	11/17/2016	300.00
Total AMBULANCE FUND:				6,544.06
<b>LIBRARY FUND</b>				
BAKER & TAYLOR ENTERTAIN	041-4100-65022	DVD	10/07/2016	22.59
BAKER & TAYLOR ENTERTAIN	041-4100-65021	CD	10/25/2016	9.61
BAKER AND TAYLOR	041-4100-65020	13 BOOKS	09/27/2016	167.28
BAKER AND TAYLOR	041-4100-65020	38 BOOKS	09/29/2016	475.00
BAKER AND TAYLOR	041-4100-65020	20 BOOKS	10/10/2016	269.38

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
BAKER AND TAYLOR	041-4100-65020	27 BOOKS	10/13/2016	364.15
BAKER AND TAYLOR	041-4100-65020	1 BOOK	09/28/2016	32.97
BRICK GENTRY P.C.	041-4100-65990	LEGAL SERVICES	10/25/2016	405.00
CENGAGE LEARNING	041-4100-65020	1 BOOK	10/06/2016	27.19
CENGAGE LEARNING	041-4100-65020	1 BOOK	10/14/2016	16.00
CENGAGE LEARNING	041-4100-65020	1 BOOK	10/20/2016	24.79
CENTER POINT LARGE PRINT	041-4100-65020	2 LARGE PRINT BOOKS	10/01/2016	48.04
CITY OF INDIANOLA - UTILITY	041-4100-63710	UTILITIES FOR LIBRARY	10/31/2016	1,312.14
DUST PROS JANITORIAL	041-4100-64090	NOV CLEANING SERVICES	11/07/2016	1,070.00
MID AMERICAN ENERGY CO.	041-4100-63710	NATURAL GAS	10/19/2016	13.33
PENGUIN RANDOM HOUSE LLC	041-4100-65021	1 BOOK ON CD	10/01/2016	41.25
PENGUIN RANDOM HOUSE LLC	041-4100-65021	1 BOOK ON CD	10/21/2016	26.25
PETTY CASH-CITY LIBRARY	041-4100-65990	REPLENISH PETTY CASH	11/08/2016	50.00
T.R.M. DISPOSAL LLC	041-4100-64090	GARBAGE DISPOSAL ACCT #506	10/24/2016	94.00
UNIQUE MANAGEMENT SERVI	041-4100-64990	COLLECTION AGENCY FEES	11/01/2016	50.00
UNUM LIFE INSURANCE CO OF	041-4100-61550	LIFE, AD&D AND LTD INSURANCE	11/17/2016	85.30
WOOSLEY LANDSCAPING & M	041-4100-64990	MAC MOW CONTRACT	11/01/2016	100.00
Total LIBRARY FUND:				4,704.27
<b>PARK &amp; RECREATION FUND</b>				
CLAUSEN, REBECCA	042-4200-64205	IPAD CLASS INSTRUCTION	11/09/2016	40.00
DLH GRAFX	042-4200-65070	ZONE T-SHIRTS	11/02/2016	841.56
DLH GRAFX	042-4300-61810	STAFF SHIRTS	11/09/2016	254.84
HY-VEE	042-4200-64205	ADULT COOKING CLASS	11/10/2016	90.00
JIM'S JOHNS	042-4300-64090	KYBO'S (PARKS)	10/11/2016	240.00
KONICA MINOLTA BUSINESS S	042-4200-65060	MONTHLY USAGE CHARGE	10/31/2016	7.84
LANE, BECKY	042-4200-65070	ZONE PUMPKINS	10/30/2016	29.00
LOGAN CONTRACTORS SUPPL	042-4300-65500	GLOVES	11/09/2016	74.82
MIDWEST OFFICE TECH	042-4200-65060	MONTHLY SERVICE CHARGE	10/31/2016	43.00
SPRINGER PEST SOLUTIONS D	042-4200-64090	ACTIVITY CENTER - PEST CONTROL	11/08/2016	61.00
STEVESON, STEPHANIE	042-4200-64205	DANCE INSTRUCTION	11/09/2016	374.00
UNUM LIFE INSURANCE CO OF	042-4300-61550	LIFE, AD&D AND LTD INSURANCE	11/17/2016	86.49
UNUM LIFE INSURANCE CO OF	042-4400-61550	LIFE, AD&D AND LTD INSURANCE	11/17/2016	21.40
UNUM LIFE INSURANCE CO OF	042-4200-61550	LIFE, AD&D AND LTD INSURANCE	11/17/2016	45.58
WARREN COUNTY ENGINEER	042-4300-65050	FUEL DISTRIBUTION	11/01/2016	588.17
WARREN COUNTY ENGINEER	042-4200-65050	FUEL DISTRIBUTION - MISC	11/01/2016	79.11
WARREN COUNTY ENGINEER	042-4200-65050	FUEL DISTRIBUTION - VANS	11/01/2016	56.92
WOOSLEY LANDSCAPING & M	042-4300-64990	PARKS MOW CONTRACT	11/01/2016	4,235.00
Total PARK & RECREATION FUND:				7,168.73
<b>POOL (MEMORIAL) FUND</b>				
BRICK GENTRY P.C.	045-4500-64020	LEGAL REVIEW - SHALLOW POOL	10/25/2016	150.00
WOOSLEY LANDSCAPING & M	045-4500-64990	MAC MOW CONTRACT	11/01/2016	390.00
Total POOL (MEMORIAL) FUND:				540.00
<b>ROAD USE TAX FUND</b>				
BRUENING ROCK PRODUCTS	110-2100-65073	ROAD STONE	11/09/2016	521.88
CR SERVICES	110-2100-65076	SUPPLIES	11/08/2016	182.79
DOWNEY TIRE SERVICE	110-2100-63320	REPAIR	11/02/2016	4.50
ELECTRONIC ENGINEERING C	110-2100-63320	INSTALLED RADIO	11/07/2016	393.85
IOWA ASSOC OF MUN UTILITIE	110-2100-64990	SAFETY CONSULTATION - OCTOBER 2016	10/31/2016	145.93
NORWALK READY-MIXED CON	110-2100-65073	CONCRETE	10/24/2016	1,592.50
NORWALK READY-MIXED CON	110-2100-65073	PEA GRAVEL	10/25/2016	111.00
PIERCE BROTHERS REPAIR	110-2100-63320	LEGS FOR CEMENT MIXER UNIT 9	10/24/2016	404.00
UNITYPOINT HEALTH - DES MO	110-2100-64121	ADUIO TESTING	10/31/2016	34.00

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
UNUM LIFE INSURANCE CO OF	110-2100-61550	LIFE, AD&D AND LTD INSURANCE	11/17/2016	135.22
WARREN COUNTY ENGINEER	110-2100-65050	FUEL DISTRIBUTION	11/01/2016	1,392.53
WARREN COUNTY OIL	110-2100-65050	OIL	11/09/2016	395.00
Total ROAD USE TAX FUND:				5,313.20
<b>LIBRARY SPECIAL REVENUE FUND</b>				
BAKER AND TAYLOR	141-4100-65020	1 BOOK	09/29/2016	9.49
BAKER AND TAYLOR	141-4100-65024	10 BOOKS - HS BOOKCLUB	10/13/2016	57.90
BAKER AND TAYLOR	141-4100-65020	1 BOOK	10/13/2016	13.99
CENGAGE LEARNING	141-4100-65020	2 BOOKS	10/07/2016	59.18
CENGAGE LEARNING	141-4100-65020	2 BOOKS	10/10/2016	55.18
PENGUIN RANDOM HOUSE LLC	141-4100-65020	1 BOOK ON CD	10/07/2016	33.75
PENGUIN RANDOM HOUSE LLC	141-4100-65020	1 BOOK ON CD	10/14/2016	30.00
PENGUIN RANDOM HOUSE LLC	141-4100-65020	1 BOOK ON CD	10/21/2016	33.75
Total LIBRARY SPECIAL REVENUE FUND:				293.24
<b>PARK &amp; REC SPECIAL REV FUND</b>				
LITTLE PRINCESS PARTIES	142-4650-65079	COSTUME PARTY 3 APPEARANCES	10/24/2016	475.00
ULTIMATE SPORTS LLC	142-4650-65079	COSTUME PARTY INFLATABLES	10/25/2016	350.00
ZOOPS FUN ZONE	142-4650-65079	CUSTOME PARTY APPEARANCE	10/27/2016	225.00
Total PARK & REC SPECIAL REV FUND:				1,050.00
<b>CAPITAL PROJECTS FUND</b>				
CENTRAL IOWA TELEVISION	301-8300-67901	SMOKE TESTING SEWERS	11/03/2016	8,820.00
Total CAPITAL PROJECTS FUND:				8,820.00
<b>STREET CAPITAL PROJECTS FUND</b>				
OXFORD TREE SERVICE	321-2100-64872	506 N KENWOOD - BLDG MATERIAL CLEANUP	11/03/2016	215.00
Total STREET CAPITAL PROJECTS FUND:				215.00
<b>SEWER FUND</b>				
A-1 CONCRETE LEVELING	610-8325-63453	PUMP CONCRETE UNDER 3 MANHOLE BOXOUTS	11/11/2016	600.00
CIVIC SYSTEMS LLC	610-8300-62300	EMPLOYEE TRAINING	11/01/2016	749.95
CRYSTAL CLEAR WATER CO	610-8350-65012	DI WATER FOR LAB	11/04/2016	15.00
IOWA ASSOC OF MUN UTILITIE	610-8300-64990	SAFETY CONSULTATION - OCTOBER 2016	10/31/2016	145.93
KEYSTONE LABORATORIES IN	610-8350-64990	STREAM SAMPLES	11/02/2016	148.40
KEYSTONE LABORATORIES IN	610-8350-64990	STREAM SAMPLES	11/10/2016	148.40
LOU'S GLOVES INC	610-8350-65012	LATEX GLOVES	11/04/2016	152.00
MC COY HARDWARE INC	610-8350-65070	WALL CLOCK FOR LAB	11/06/2016	22.49
METHODIST OCCUPATIONAL H	610-8300-64121	RANDOM DOT TESTING	10/31/2016	33.00
O'REILLY AUTO PARTS	610-8300-63320	AIR BLOW GUN, PRESSURE TESTER	08/11/2016	17.87
STAT PADS LLC	610-8350-64990	AED ANNUAL RENEWAL	11/07/2016	105.00
UNUM LIFE INSURANCE CO OF	610-8300-61550	LIFE, AD&D AND LTD INSURANCE	11/17/2016	111.08
VERIZON WIRELESS	610-8300-63730	WIRELESS FOR LAPTOP	10/26/2016	30.02
WARREN COUNTY ENGINEER	610-8300-65050	FUEL DISTRIBUTION	11/01/2016	501.05
WONDERWARE MIDWEST	610-8350-64990	WIN-911 ANNUAL RENEWAL	10/27/2016	495.00
WOOSLEY LANDSCAPING & M	610-8325-64990	MOWING - LIFTS	11/01/2016	250.00
WOOSLEY LANDSCAPING & M	610-8350-64990	MOWING - PLANT	11/01/2016	800.00
Total SEWER FUND:				4,325.19
<b>RECYCLING FUND</b>				
WASTE MANAGEMENT OF IOW	670-8400-64700	RECYCLING RES 494-0152818-0516-6	11/01/2016	13,479.90

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
Total RECYCLING FUND:				13,479.90
<b>SEWER CAPITAL PROJECTS FUND</b>				
HR GREEN INC	710-8300-67510	GENERAL WASTEWATER ENGINEERING	11/01/2016	258.00
Total SEWER CAPITAL PROJECTS FUND:				258.00
<b>CITY LIAB INS RESERVE FUND</b>				
NORRIS AUTOMOTIVE SERVIC	850-2100-64089	REPAIR OF UNIT 35	10/17/2016	622.45
Total CITY LIAB INS RESERVE FUND:				622.45
Grand Totals:				76,634.03

City Council: \_\_\_\_\_

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Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
<b>A-1 CONCRETE LEVELING</b>				
A-1 CONCRETE LEVELING	PUMP CONCRETE UNDER 3 MANHOLE BOX	11/11/2016	600.00	SEWER FUND
Total A-1 CONCRETE LEVELING:			600.00	
<b>A-CHECK GLOBAL</b>				
A-CHECK GLOBAL	BACKGROUND CHECKS	10/31/2016	36.50	FIRE FUND
Total A-CHECK GLOBAL:			36.50	
<b>AIRGAS USA LLC</b>				
AIRGAS USA LLC	OXYGEN	10/31/2016	67.08	AMBULANCE FUN
AIRGAS USA LLC	OXYGEN	10/31/2016	60.20	AMBULANCE FUN
Total AIRGAS USA LLC:			127.28	
<b>BAKER &amp; TAYLOR ENTERTAINMENT</b>				
BAKER & TAYLOR ENTERTAIN	DVD	10/07/2016	22.59	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	CD	10/25/2016	9.61	LIBRARY FUND
Total BAKER & TAYLOR ENTERTAINMENT:			32.20	
<b>BAKER AND TAYLOR</b>				
BAKER AND TAYLOR	13 BOOKS	09/27/2016	167.28	LIBRARY FUND
BAKER AND TAYLOR	1 BOOK	09/29/2016	9.49	LIBRARY SPECIAL
BAKER AND TAYLOR	38 BOOKS	09/29/2016	475.00	LIBRARY FUND
BAKER AND TAYLOR	20 BOOKS	10/10/2016	269.38	LIBRARY FUND
BAKER AND TAYLOR	27 BOOKS	10/13/2016	364.15	LIBRARY FUND
BAKER AND TAYLOR	10 BOOKS - HS BOOKCLUB	10/13/2016	57.90	LIBRARY SPECIAL
BAKER AND TAYLOR	1 BOOK	10/13/2016	13.99	LIBRARY SPECIAL
BAKER AND TAYLOR	1 BOOK	09/28/2016	32.97	LIBRARY FUND
Total BAKER AND TAYLOR:			1,390.16	
<b>BLONDOWSKI, SLAWOMIR</b>				
BLONDOWSKI, SLAWOMIR	UNIFORMS	11/03/2016	169.97	POLICE FUND
BLONDOWSKI, SLAWOMIR	WELLNESS - NOV 2016	11/06/2016	25.00	POLICE FUND
Total BLONDOWSKI, SLAWOMIR:			194.97	
<b>BRICK GENTRY P.C.</b>				
BRICK GENTRY P.C.	LEGAL FEES	10/26/2016	375.00	POLICE FUND
BRICK GENTRY P.C.	LEGAL FEES	10/25/2016	135.00	FIRE FUND
BRICK GENTRY P.C.	LEGAL SERVICES	10/25/2016	600.00	GENERAL FUND
BRICK GENTRY P.C.	LEGAL REVIEW - SHALLOW POOL	10/25/2016	150.00	POOL (MEMORIAL)
BRICK GENTRY P.C.	LEGAL FEES FORD 245	10/25/2016	217.50	AMBULANCE FUN
BRICK GENTRY P.C.	LEGAL SERVICES	10/25/2016	405.00	LIBRARY FUND
Total BRICK GENTRY P.C.:			1,882.50	
<b>BRUENING ROCK PRODUCTS</b>				
BRUENING ROCK PRODUCTS	ROAD STONE	11/09/2016	521.88	ROAD USE TAX FU
Total BRUENING ROCK PRODUCTS:			521.88	
<b>CAPITAL EXPRESS</b>				
CAPITAL EXPRESS	POSTAGE	10/29/2016	41.15	GENERAL FUND



Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total CAPITAL EXPRESS:			41.15	
<b>CARPENTER UNIFORM CO</b>				
CARPENTER UNIFORM CO	CREDIT FOR UNIFORMS/WILLIAMS	08/12/2016	63.00-	POLICE FUND
CARPENTER UNIFORM CO	VEST- JONES/WILLIAMS/DARRAH	10/28/2016	2,025.00	POLICE FUND
CARPENTER UNIFORM CO	VEST - DWYER	11/07/2016	689.00	POLICE FUND
Total CARPENTER UNIFORM CO:			2,651.00	
<b>CDW GOVERNMENT INC</b>				
CDW GOVERNMENT INC	NETMOTION UPN LICENSE FOR MOBILE DE	10/31/2016	310.67	GENERAL FUND
CDW GOVERNMENT INC	NETMOTION UPN LICENSE FOR MOBILE DE	10/31/2016	310.67	POLICE FUND
Total CDW GOVERNMENT INC:			621.34	
<b>CENGAGE LEARNING</b>				
CENGAGE LEARNING	1 BOOK	10/06/2016	27.19	LIBRARY FUND
CENGAGE LEARNING	2 BOOKS	10/07/2016	59.18	LIBRARY SPECIAL
CENGAGE LEARNING	2 BOOKS	10/10/2016	55.18	LIBRARY SPECIAL
CENGAGE LEARNING	1 BOOK	10/14/2016	16.00	LIBRARY FUND
CENGAGE LEARNING	1 BOOK	10/20/2016	24.79	LIBRARY FUND
Total CENGAGE LEARNING:			182.34	
<b>CENTER POINT LARGE PRINT</b>				
CENTER POINT LARGE PRINT	2 LARGE PRINT BOOKS	10/01/2016	48.04	LIBRARY FUND
Total CENTER POINT LARGE PRINT:			48.04	
<b>CENTRAL IOWA TELEVISIONING</b>				
CENTRAL IOWA TELEVISIONING	SMOKE TESTING SEWERS	11/03/2016	8,820.00	CAPITAL PROJECT
Total CENTRAL IOWA TELEVISIONING:			8,820.00	
<b>CITY OF INDIANOLA - UTILITY</b>				
CITY OF INDIANOLA - UTILITY	UTILITIES FOR LIBRARY	10/31/2016	1,312.14	LIBRARY FUND
Total CITY OF INDIANOLA - UTILITY:			1,312.14	
<b>CIVIC SYSTEMS LLC</b>				
CIVIC SYSTEMS LLC	EMPLOYEE TRAINING	11/01/2016	1,499.90	GENERAL FUND
CIVIC SYSTEMS LLC	EMPLOYEE TRAINING	11/01/2016	749.95	SEWER FUND
Total CIVIC SYSTEMS LLC:			2,249.85	
<b>CLAUSEN, REBECCA</b>				
CLAUSEN, REBECCA	IPAD CLASS INSTRUCTION	11/09/2016	40.00	PARK & RECREATI
Total CLAUSEN, REBECCA:			40.00	
<b>COVENTRY HEALTHCARE OF IA</b>				
COVENTRY HEALTHCARE OF I	REFUND	11/17/2016	272.26	AMBULANCE FUN
Total COVENTRY HEALTHCARE OF IA:			272.26	
<b>CR SERVICES</b>				
CR SERVICES	SUPPLIES	11/08/2016	182.79	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total CR SERVICES:			182.79	
<b>CRYSTAL CLEAR WATER CO</b>				
CRYSTAL CLEAR WATER CO	DI WATER FOR LAB	11/04/2016	15.00	SEWER FUND
Total CRYSTAL CLEAR WATER CO:			15.00	
<b>DE CAMP, ADAM</b>				
DE CAMP, ADAM	REFUND	11/17/2016	.69	AMBULANCE FUN
Total DE CAMP, ADAM:			.69	
<b>DES MOINES WATER WORKS</b>				
DES MOINES WATER WORKS	OCTOBER BILLING	11/10/2016	3,079.09	GENERAL FUND
Total DES MOINES WATER WORKS:			3,079.09	
<b>DES PLANQUES, CHRIS</b>				
DES PLANQUES, CHRIS	MILEAGE	10/21/2016	34.78	GENERAL FUND
DES PLANQUES, CHRIS	MILEAGE	10/28/2016	21.17	GENERAL FUND
Total DES PLANQUES, CHRIS:			55.95	
<b>DINGES FIRE COMPANY</b>				
DINGES FIRE COMPANY	PPE - HOODS	11/03/2016	464.47	FIRE FUND
DINGES FIRE COMPANY	SCBA MASK BAGS	11/07/2016	54.80	FIRE FUND
Total DINGES FIRE COMPANY:			519.27	
<b>DLH GRAFX</b>				
DLH GRAFX	ZONE T-SHIRTS	11/02/2016	841.56	PARK & RECREATI
DLH GRAFX	STAFF SHIRTS	11/09/2016	254.84	PARK & RECREATI
Total DLH GRAFX:			1,096.40	
<b>DOWNEY TIRE SERVICE</b>				
DOWNEY TIRE SERVICE	REPAIR	11/02/2016	4.50	ROAD USE TAX FU
DOWNEY TIRE SERVICE	REPAIR	11/11/2016	25.69	POLICE FUND
Total DOWNEY TIRE SERVICE:			30.19	
<b>DUST PROS JANITORIAL</b>				
DUST PROS JANITORIAL	NOV CLEANING SERVICES	11/07/2016	1,070.00	LIBRARY FUND
Total DUST PROS JANITORIAL:			1,070.00	
<b>ELECTRONIC ENGINEERING CO</b>				
ELECTRONIC ENGINEERING C	INSTALLED RADIO	11/07/2016	393.85	ROAD USE TAX FU
Total ELECTRONIC ENGINEERING CO:			393.85	
<b>ELLIS LAW OFFICES P.C.</b>				
ELLIS LAW OFFICES P.C.	LEGAL SERVICES	10/31/2016	60.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	K STOCKDALE	10/31/2016	135.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	M BOHEMAN	10/31/2016	15.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	T MODDELMOG	10/31/2016	90.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	S LYONS	10/31/2016	277.50	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
ELLIS LAW OFFICES P.C.	MUNICIPAL INFRACTION N KENWOOD	10/31/2016	165.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	MUNICIPAL INFRACTION S. 'G'	10/31/2016	15.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	MUNICIPAL INFRACTION E CLINTON	10/31/2016	75.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	TOBACCO LICENSE	10/31/2016	30.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	MUNICIPAL INFRACTION E IOWA	10/31/2016	30.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	A MOHAMED	10/31/2016	427.50	GENERAL FUND
ELLIS LAW OFFICES P.C.	T SIMMONS	10/31/2016	390.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	C CARPENTER	10/31/2016	510.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	L TIMMINS	10/31/2016	510.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	K TUMPEK	10/31/2016	232.50	GENERAL FUND
ELLIS LAW OFFICES P.C.	C WRIGHT	10/31/2016	307.50	GENERAL FUND
ELLIS LAW OFFICES P.C.	E BACH	10/31/2016	285.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	M MURL	10/31/2016	420.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	E BENNETT	10/31/2016	150.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	Z McENTEE	10/31/2016	337.50	GENERAL FUND
ELLIS LAW OFFICES P.C.	C CROW	10/31/2016	45.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	G FAUBLE	10/31/2016	210.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	B MORGAN	10/31/2016	240.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	C WOODFORD	10/31/2016	120.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	K DICK	10/31/2016	360.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	V VOSHELL	10/31/2016	450.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	M VOSHELL	10/31/2016	345.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	N SOLOMAN	10/31/2016	75.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	G GRAHAM	10/31/2016	75.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	J PETERSON	10/31/2016	45.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	MUNICIPAL INFRACTION N 'C'	10/31/2016	60.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	N RIPPERGER	10/31/2016	75.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	S LAWRENCE	10/31/2016	75.00	GENERAL FUND
Total ELLIS LAW OFFICES P.C.:			6,637.50	
<b>FETTEN SIGN COMPANY</b>				
FETTEN SIGN COMPANY	GOLD LEAF -M 247 SIGNS	11/03/2016	850.00	AMBULANCE FUN
Total FETTEN SIGN COMPANY:			850.00	
<b>H &amp; W RECYCLING</b>				
H & W RECYCLING	E-CYCLING	11/03/2016	330.00	GENERAL FUND
Total H & W RECYCLING:			330.00	
<b>HARKIN, MARK</b>				
HARKIN, MARK	REFUND	11/11/2016	1,325.13	AMBULANCE FUN
Total HARKIN, MARK:			1,325.13	
<b>HR GREEN INC</b>				
HR GREEN INC	GENERAL WASTEWATER ENGINEERING	11/01/2016	258.00	SEWER CAPITAL P
Total HR GREEN INC:			258.00	
<b>HY-VEE</b>				
HY-VEE	ADULT COOKING CLASS	11/10/2016	90.00	PARK & RECREATI
Total HY-VEE:			90.00	
<b>INFOMAX OFFICE SYSTEMS INC.</b>				
INFOMAX OFFICE SYSTEMS IN	CONTRACT	11/01/2016	489.91	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total INFOMAX OFFICE SYSTEMS INC.:			489.91	
<b>IOWA ASSOC OF MUN UTILITIES</b>				
IOWA ASSOC OF MUN UTILITIE	SAFETY CONSULTATION - OCTOBER 2016	10/31/2016	145.93	GENERAL FUND
IOWA ASSOC OF MUN UTILITIE	SAFETY CONSULTATION - OCTOBER 2016	10/31/2016	145.93	ROAD USE TAX FU
IOWA ASSOC OF MUN UTILITIE	SAFETY CONSULTATION - OCTOBER 2016	10/31/2016	145.93	SEWER FUND
Total IOWA ASSOC OF MUN UTILITIES:			437.79	
<b>JIM'S JOHNS</b>				
JIM'S JOHNS	KYBO'S (DUMP)	10/11/2016	40.00	GENERAL FUND
JIM'S JOHNS	KYBO'S (PARKS)	10/11/2016	240.00	PARK & RECREATI
Total JIM'S JOHNS:			280.00	
<b>KEYSTONE LABORATORIES INC</b>				
KEYSTONE LABORATORIES IN	STREAM SAMPLES	11/02/2016	148.40	SEWER FUND
KEYSTONE LABORATORIES IN	STREAM SAMPLES	11/10/2016	148.40	SEWER FUND
Total KEYSTONE LABORATORIES INC:			296.80	
<b>KONICA MINOLTA BUSINESS SOLUTIONS</b>				
KONICA MINOLTA BUSINESS S	MONTHLY USAGE CHARGE	10/31/2016	7.84	PARK & RECREATI
Total KONICA MINOLTA BUSINESS SOLUTIONS:			7.84	
<b>LANE, BECKY</b>				
LANE, BECKY	ZONE PUMPKINS	10/30/2016	29.00	PARK & RECREATI
Total LANE, BECKY:			29.00	
<b>LITTLE PRINCESS PARTIES</b>				
LITTLE PRINCESS PARTIES	COSTUME PARTY 3 APPEARANCES	10/24/2016	475.00	PARK & REC SPEC
Total LITTLE PRINCESS PARTIES:			475.00	
<b>LOGAN CONTRACTORS SUPPLY INC.</b>				
LOGAN CONTRACTORS SUPPL	GLOVES	11/09/2016	74.82	PARK & RECREATI
Total LOGAN CONTRACTORS SUPPLY INC.:			74.82	
<b>LOU'S GLOVES INC</b>				
LOU'S GLOVES INC	LATEX GLOVES	11/04/2016	152.00	SEWER FUND
Total LOU'S GLOVES INC:			152.00	
<b>MARCHANT, GREG</b>				
MARCHANT, GREG	ECONOMIC DEV CONTRACT	11/14/2016	750.00	GENERAL FUND
Total MARCHANT, GREG:			750.00	
<b>MC COY HARDWARE INC</b>				
MC COY HARDWARE INC	WALL CLOCK FOR LAB	11/06/2016	22.49	SEWER FUND
Total MC COY HARDWARE INC:			22.49	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
<b>METHODIST OCCUPATIONAL HEALTH &amp; WELLNESS</b>				
METHODIST OCCUPATIONAL H	RANDOM DOT TESTING	10/31/2016	33.00	SEWER FUND
Total METHODIST OCCUPATIONAL HEALTH & WELLNESS:			33.00	
<b>MID AMERICAN ENERGY CO.</b>				
MID AMERICAN ENERGY CO.	NATURAL GAS	10/19/2016	13.33	LIBRARY FUND
MID AMERICAN ENERGY CO.	05931-25003 N HWY 65/69 ENTRANCE SIGN	11/15/2016	16.13	GENERAL FUND
MID AMERICAN ENERGY CO.	26321-30003 ST LIGHTING	11/15/2016	154.92	GENERAL FUND
Total MID AMERICAN ENERGY CO.:			184.38	
<b>MIDWEST OFFICE TECH</b>				
MIDWEST OFFICE TECH	MONTHLY SERVICE CHARGE	10/31/2016	43.00	PARK & RECREATI
Total MIDWEST OFFICE TECH:			43.00	
<b>NORRIS AUTOMOTIVE SERVICE INC</b>				
NORRIS AUTOMOTIVE SERVIC	REPAIR OF UNIT 35	10/17/2016	622.45	CITY LIAB INS RES
Total NORRIS AUTOMOTIVE SERVICE INC:			622.45	
<b>NORWALK READY-MIXED CONCRETE</b>				
NORWALK READY-MIXED CON	CONCRETE	10/24/2016	1,592.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	PEA GRAVEL	10/25/2016	111.00	ROAD USE TAX FU
Total NORWALK READY-MIXED CONCRETE:			1,703.50	
<b>O'REILLY AUTO PARTS</b>				
O'REILLY AUTO PARTS	AIR BLOW GUN, PRESSURE TESTER	08/11/2016	17.87	SEWER FUND
Total O'REILLY AUTO PARTS:			17.87	
<b>OXFORD TREE SERVICE</b>				
OXFORD TREE SERVICE	506 N KENWOOD - BLDG MATERIAL CLEAN	11/03/2016	215.00	STREET CAPITAL
Total OXFORD TREE SERVICE:			215.00	
<b>PELLA PRINTING</b>				
PELLA PRINTING	BUSINESS CARDS	10/17/2016	65.00	GENERAL FUND
Total PELLA PRINTING:			65.00	
<b>PENGUIN RANDOM HOUSE LLC</b>				
PENGUIN RANDOM HOUSE LLC	1 BOOK ON CD	10/01/2016	41.25	LIBRARY FUND
PENGUIN RANDOM HOUSE LLC	1 BOOK ON CD	10/07/2016	33.75	LIBRARY SPECIAL
PENGUIN RANDOM HOUSE LLC	1 BOOK ON CD	10/14/2016	30.00	LIBRARY SPECIAL
PENGUIN RANDOM HOUSE LLC	1 BOOK ON CD	10/21/2016	33.75	LIBRARY SPECIAL
PENGUIN RANDOM HOUSE LLC	1 BOOK ON CD	10/21/2016	26.25	LIBRARY FUND
Total PENGUIN RANDOM HOUSE LLC:			165.00	
<b>PETTY CASH-CITY LIBRARY</b>				
PETTY CASH-CITY LIBRARY	REPLENISH PETTY CASH	11/08/2016	50.00	LIBRARY FUND
Total PETTY CASH-CITY LIBRARY:			50.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
PHILIPS MEDICAL CAPITAL				
PHILIPS MEDICAL CAPITAL	EMS MONITORS/CARDIAC	11/06/2016	1,349.56	AMBULANCE FUN
Total PHILIPS MEDICAL CAPITAL:			1,349.56	
<b>PIERCE BROTHERS REPAIR</b>				
PIERCE BROTHERS REPAIR	LEGS FOR CEMENT MIXER UNIT 9	10/24/2016	404.00	ROAD USE TAX FU
Total PIERCE BROTHERS REPAIR:			404.00	
<b>RECORD-HERALD AD CONTRACT ACCT.</b>				
RECORD-HERALD AD CONTRA	FALL CLEAN UP AD	09/28/2016	548.80	GENERAL FUND
RECORD-HERALD AD CONTRA	ADVERTISING	09/28/2016	180.00	POLICE FUND
Total RECORD-HERALD AD CONTRACT ACCT.:			728.80	
<b>SANDRY FIRE SUPPLY LLC</b>				
SANDRY FIRE SUPPLY LLC	P.P.E. NAME PLATES	10/21/2016	267.70	FIRE FUND
SANDRY FIRE SUPPLY LLC	SCBA - PARTS (PPE)	11/04/2016	815.20	FIRE FUND
Total SANDRY FIRE SUPPLY LLC:			1,082.90	
<b>SECRETARY OF STATE</b>				
SECRETARY OF STATE	NOTARY - LARGESSE	11/10/2016	30.00	POLICE FUND
Total SECRETARY OF STATE:			30.00	
<b>SHER, BRIAN</b>				
SHER, BRIAN	CELL PHONE 09/23/16 - 10/22/16	11/17/2016	50.00	POLICE FUND
Total SHER, BRIAN:			50.00	
<b>SPRINGER PEST SOLUTIONS DSM</b>				
SPRINGER PEST SOLUTIONS D	ACTIVITY CENTER - PEST CONTROL	11/08/2016	61.00	PARK & RECREATI
Total SPRINGER PEST SOLUTIONS DSM:			61.00	
<b>STAT PADS LLC</b>				
STAT PADS LLC	AED ANNUAL RENEWAL	11/07/2016	105.00	SEWER FUND
Total STAT PADS LLC:			105.00	
<b>STEVESON, STEPHANIE</b>				
STEVESON, STEPHANIE	DANCE INSTRUCTION	11/09/2016	374.00	PARK & RECREATI
Total STEVESON, STEPHANIE:			374.00	
<b>T.R.M. DISPOSAL LLC</b>				
T.R.M. DISPOSAL LLC	GARBAGE DISPOSAL ACCT #506	10/24/2016	94.00	LIBRARY FUND
Total T.R.M. DISPOSAL LLC:			94.00	
<b>TRIZETTO PROVIDER SOLUTIONS</b>				
TRIZETTO PROVIDER Solutio	ELECTRONIC CLAIMS FILED	11/01/2016	54.14	AMBULANCE FUN
Total TRIZETTO PROVIDER SOLUTIONS:			54.14	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
ULTIMATE SPORTS LLC				
ULTIMATE SPORTS LLC	COSTUME PARTY INFLATABLES	10/25/2016	350.00	PARK & REC SPEC
Total ULTIMATE SPORTS LLC:			350.00	
<b>UNIQUE MANAGEMENT SERVICES</b>				
UNIQUE MANAGEMENT SERVI	COLLECTION AGENCY FEES	11/01/2016	50.00	LIBRARY FUND
Total UNIQUE MANAGEMENT SERVICES:			50.00	
<b>UNITYPOINT HEALTH - DES MOINES</b>				
UNITYPOINT HEALTH - DES MO	ADUIO TESTING	10/31/2016	34.00	ROAD USE TAX FU
Total UNITYPOINT HEALTH - DES MOINES:			34.00	
<b>UNUM LIFE INSURANCE CO OF AMERICA</b>				
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/17/2016	21.40	PARK & RECREATI
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/17/2016	33.62	GENERAL FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/17/2016	45.58	PARK & RECREATI
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/17/2016	135.22	ROAD USE TAX FU
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/17/2016	86.49	PARK & RECREATI
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/17/2016	43.91	GENERAL FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/17/2016	85.30	LIBRARY FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/17/2016	42.97	FIRE FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/17/2016	84.17	GENERAL FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/17/2016	188.13	AMBULANCE FUN
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/17/2016	128.64	GENERAL FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/17/2016	111.08	SEWER FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/17/2016	397.59	POLICE FUND
Total UNUM LIFE INSURANCE CO OF AMERICA:			1,404.10	
<b>VERIZON WIRELESS</b>				
VERIZON WIRELESS	WIRELESS FOR LAPTOP	10/26/2016	30.02	SEWER FUND
VERIZON WIRELESS	WIRELESS FOR SPARE LAPTOP	10/26/2016	20.01	GENERAL FUND
VERIZON WIRELESS	EMS CELL PHONES	10/26/2016	313.55	AMBULANCE FUN
VERIZON WIRELESS	330 LAPTOP/330 CELL	10/26/2016	50.65	FIRE FUND
Total VERIZON WIRELESS:			414.23	
<b>VICKROY, KELLY</b>				
VICKROY, KELLY	REFUND	11/04/2016	619.02	AMBULANCE FUN
Total VICKROY, KELLY:			619.02	
<b>WALLER, RYAN</b>				
WALLER, RYAN	CELL PHONE 10/9/16 - 11/8/16	11/08/2016	75.00	GENERAL FUND
Total WALLER, RYAN:			75.00	
<b>WARREN COUNTY ENGINEER</b>				
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	11/01/2016	501.05	SEWER FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	11/01/2016	8.38	GENERAL FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	11/01/2016	1,555.52	POLICE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	11/01/2016	1,392.53	ROAD USE TAX FU
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	11/01/2016	47.93	GENERAL FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - VANS	11/01/2016	56.92	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	11/01/2016	926.80	AMBULANCE FUN

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - MISC	11/01/2016	79.11	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	11/01/2016	443.65	FIRE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	11/01/2016	588.17	PARK & RECREATI
Total WARREN COUNTY ENGINEER:			5,600.06	
<b>WARREN COUNTY OIL</b>				
WARREN COUNTY OIL	OIL	11/09/2016	395.00	ROAD USE TAX FU
Total WARREN COUNTY OIL:			395.00	
<b>WARREN COUNTY RECORDER</b>				
WARREN COUNTY RECORDER	REC. FEES	10/31/2016	12.00	GENERAL FUND
Total WARREN COUNTY RECORDER:			12.00	
<b>WASTE MANAGEMENT OF IOWA</b>				
WASTE MANAGEMENT OF IOW	RECYCLING RES 494-0152818-0516-6	11/01/2016	13,479.90	RECYCLING FUND
Total WASTE MANAGEMENT OF IOWA:			13,479.90	
<b>WILLIS, HARLEN</b>				
WILLIS, HARLEN	REFUND	11/17/2016	300.00	AMBULANCE FUN
Total WILLIS, HARLEN:			300.00	
<b>WONDERWARE MIDWEST</b>				
WONDERWARE MIDWEST	WIN-911 ANNUAL RENEWAL	10/27/2016	495.00	SEWER FUND
Total WONDERWARE MIDWEST:			495.00	
<b>WOOSLEY LANDSCAPING &amp; MOWING</b>				
WOOSLEY LANDSCAPING & M	PARKS MOW CONTRACT	11/01/2016	4,235.00	PARK & RECREATI
WOOSLEY LANDSCAPING & M	MAC MOW CONTRACT	11/01/2016	100.00	LIBRARY FUND
WOOSLEY LANDSCAPING & M	MAC MOW CONTRACT	11/01/2016	390.00	POOL (MEMORIAL)
WOOSLEY LANDSCAPING & M	MOWING - PLANT	11/01/2016	800.00	SEWER FUND
WOOSLEY LANDSCAPING & M	MOWING - LIFTS	11/01/2016	250.00	SEWER FUND
Total WOOSLEY LANDSCAPING & MOWING:			5,775.00	
<b>ZOOPS FUN ZONE</b>				
ZOOPS FUN ZONE	CUSTOME PARTY APPEARANCE	10/27/2016	225.00	PARK & REC SPEC
Total ZOOPS FUN ZONE:			225.00	
Grand Totals:			76,634.03	



Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
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City Council: \_\_\_\_\_

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**Meeting Date:** 11/21/2016

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**Information**

**Subject**

City Treasurer's Report (September and October) - Doug Shull

**Information**

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**Fiscal Impact**

**Attachments**

Sept 2016 Treasurer Report

Sept 2015 Treasurer Report

Oct 2016 Treasurer Report

Oct 2015 Treasurer Report

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**FINANCIAL REPORT**  
**MONTH OF SEPTEMBER, 2016**

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FUND	Beginning Balance	Monies Received	Monies Disbursed	Transfer In	Transfer Out	Clerk's Balance	% of Total
001 General Government	1,416,627.88	47,480.53	468,676.85	132,882.42	16,818.73	1,111,495.25	
011 Police	392,306.07	91,258.61	202,377.43	57,052.60	24,539.90	313,699.95	
015 Fire	451,240.15	28,426.44	41,110.81	5,499.40	2,004.72	442,050.46	
016 Ambulance	232,424.04	112,167.43	95,059.11	2,903.60	23,492.66	228,943.30	
041 Library	-65,277.60	18,172.68	40,363.63	5,791.82	4,446.35	-86,123.08	
042 Park & Recreation	326,797.42	82,694.55	108,134.22	6,561.32	8,908.15	299,010.92	
045 Memorial Pool	-30,738.53	5,945.98	8,062.15	0.00	0.00	-32,854.70	
071 General Fund Debt Service	55,021.48	4,798.63	0.00	0.00	0.00	59,820.11	
099 Franchise Fees-MEC	496,524.50	0.00	0.00	0.00	0.00	496,524.50	
<b>GENERAL FUND SUB-TOTAL</b>	<b>3,274,925.41</b>	<b>390,944.85</b>	<b>963,784.20</b>	<b>210,691.16</b>	<b>80,210.51</b>	<b>2,832,566.71</b>	
110 Road Use Tax (Streets)	1,311,998.46	190,969.70	107,264.84	0.00	24,149.82	1,371,553.50	
112 Trust & Agency	0.00	85,254.02	0.00	0.00	51,300.40	33,953.62	
115 YMCA Maintenance Obligations	285,191.46	0.00	0.00	0.00	0.00	285,191.46	
121 Local Option Sales Tax	0.00	165,040.27	0.00	0.00	0.00	165,040.27	
125 TIF--Downtown	1,024,663.81	68,779.42	267.26	0.00	0.00	1,093,175.97	
141 Library Special Revenue	32,930.15	252.54	475.49	0.00	0.00	32,707.20	
142 Park & Rec Special Revenue	144,170.67	1,048.89	3,223.95	0.00	0.00	141,995.61	
160 Downtown Revolving Loan	151,816.82	4,440.00	0.00	0.00	0.00	156,256.82	
161 Downtown Business Inc Program	32,174.38	0.00	0.00	0.00	0.00	32,174.38	
177 Police Forfeiture	19,830.07	0.00	0.00	0.00	0.00	19,830.07	
190 Vehicle Reserve	72,018.27	0.00	0.00	12,333.33	0.00	84,351.60	
199 Police Retirement	87,897.40	128.27	0.00	0.00	1,041.67	86,984.00	
<b>SPECIAL REVENUES SUB-TOTAL</b>	<b>3,162,691.49</b>	<b>515,913.11</b>	<b>111,231.54</b>	<b>12,333.33</b>	<b>76,491.89</b>	<b>3,503,214.50</b>	
<b>200 DEBT SERVICE (SUB-TOTAL)</b>	<b>1,141,451.38</b>	<b>61,104.40</b>	<b>0.00</b>	<b>35,166.66</b>	<b>0.00</b>	<b>1,237,722.44</b>	
301 Capital Projects (General)	490,185.14	28,183.16	11,700.45	0.00	0.00	506,667.85	
321 Capital Projects (Streets)	123,786.40	0.00	1,349.28	0.00	0.00	122,437.12	
344 Community Athletic Facility	2,233.09	3.71	414.60	0.00	0.00	1,822.20	
353 Community ReDevelopment (D&D)	-52,194.89	0.00	2,638.00	0.00	0.00	-54,832.89	
<b>CAPITAL PROJECTS SUB-TOTAL</b>	<b>564,009.74</b>	<b>28,186.87</b>	<b>16,102.33</b>	<b>0.00</b>	<b>0.00</b>	<b>576,094.28</b>	
610 Sewer	631,667.11	0.00	71,151.49	137,800.00	43,702.26	654,613.36	
650 Stormwater Utility	523,916.58	16,657.07	392.60	0.00	5,050.00	535,131.05	
670 Recycling	91,599.60	18,434.79	15,800.45	0.00	1,541.67	92,692.27	
710 Sewer Capital Projects	494,625.46	249,729.41	15,597.50	0.00	209,616.66	519,140.71	
771 Sewer Reserve	114,238.70	0.00	0.00	0.00	0.00	114,238.70	
781 Sewer Plant Improvement	371,739.13	0.00	0.00	2,083.33	0.00	373,822.46	
791 Sewer Revenue Bonds	418,362.80	0.00	0.00	58,250.00	0.00	476,612.80	
820 Health Insurance	699,658.16	115,498.90	188,385.71	0.00	0.00	626,771.35	
830 Health Reimbursement Account	220,542.57	0.00	399.00	105,800.00	0.00	325,943.57	
840 Flex/STD	211,216.01	2,665.58	930.45	1,344.15	0.00	214,295.29	
850 Liability Insurance Reserve--City	27,830.10	39.91	0.00	0.00	0.00	27,870.01	
<b>CITY UTILITY &amp; IS SUB-TOTAL</b>	<b>3,805,396.22</b>	<b>403,025.66</b>	<b>292,657.20</b>	<b>305,277.48</b>	<b>259,910.59</b>	<b>3,961,131.57</b>	
<b>TOTAL CITY FUNDS</b>	<b>11,948,474.24</b>	<b>1,399,174.89</b>	<b>1,383,775.27</b>	<b>563,468.63</b>	<b>416,612.99</b>	<b>12,110,729.50</b>	<b>58%</b>
<b>TOTAL IMU FUNDS</b>	<b>8,265,183.80</b>	<b>1,913,296.82</b>	<b>1,352,362.05</b>	<b>153,525.01</b>	<b>300,380.65</b>	<b>8,679,262.93</b>	<b>42%</b>
<b>GRAND TOTAL CITY &amp; IMU</b>	<b>20,213,658.04</b>	<b>3,312,471.71</b>	<b>2,736,137.32</b>	<b>716,993.64</b>	<b>716,993.64</b>	<b>20,789,992.43</b>	
Cross Check Total						20,789,992.43	
<b>Investments</b>						Clerk's Balance	20,789,992.43
Bankers Trust	\$ 17,237,665.94	1.67%					
Iowa Public Agency Inv. Trust	\$ 111,153.06	0.080%				Plus Outstanding Checks	86,198.96
Payroll Account, City State Bank	\$ -	Earnings Credit					
Checking Account, City State Bank	\$ 244,528.45	Earnings Credit				Outstanding Deposit	-26,644.55
Checking & Payroll Account, Community Bank	\$ -						
Sweep Account, City State Bank	\$ 3,253,488.62	0.40%					
Wells Fargo	\$ 2,710.77						
<b>BANK BALANCE</b>	<b>20,849,546.84</b>						<b>20,849,546.84</b>

600 Water	53,690.63	214,144.48	100,458.25	0.00	114,635.07	52,741.79
620 IMU Administration	0.00	0.00	0.00	0.00	0.00	0.00
625 Revolving Economic Development	107,081.39	153.92	0.00	0.00	0.00	107,235.31
626 USDA RLF	300,000.00	75,000.00	0.00	0.00	0.00	375,000.00
630 Electric	2,165,053.98	1,474,310.40	1,186,040.17	22,566.67	179,976.76	2,295,914.12
640 Fiber/Communications	298,815.17	30,191.22	12,835.10	0.00	5,768.82	310,402.47
700 Water Capital Projects	1,022,065.31	0.00	5,211.02	35,991.67	0.00	1,052,845.96
730 Electric Capital Projects	3,489,313.62	119,474.00	47,817.51	0.00	0.00	3,560,970.11
740 Fiber/Comm Capital Projects	0.00	0.00	0.00	0.00	0.00	0.00
770 Water Reserve	135,000.00	0.00	0.00	0.00	0.00	135,000.00
773 Electric Reserve	0.00	0.00	0.00	0.00	0.00	0.00
780 Water Capital Improvement	75,000.00	0.00	0.00	0.00	0.00	75,000.00
783 Electric Improvement	0.00	0.00	0.00	0.00	0.00	0.00
790 Water Revenue Bonds	206,515.52	0.00	0.00	23,066.67	0.00	229,582.19
793 Electric Revenue Bonds	397,773.79	0.00	0.00	71,900.00	0.00	469,673.79
855 Liability Insurance Reserve--IMU	14,874.39	22.80	0.00	0.00	0.00	14,897.19
<b>IMU SUB-TOTAL</b>	<b>8,265,183.80</b>	<b>1,913,296.82</b>	<b>1,352,362.05</b>	<b>153,525.01</b>	<b>300,380.65</b>	<b>8,679,262.93</b>

<u>INTEREST DISTRIBUTION</u>	INTEREST		CALYTD	FYTD
	INCOME	% OF TOTAL		
Electric Funds	\$ 5,497.28	33.42%	\$ 64,667.24	\$ 22,106.11
Water Funds	\$ 1,213.99	7.38%	\$ 14,261.96	\$ 4,984.78
Sewer Funds	\$ 1,350.52	8.21%	\$ 16,959.14	\$ 5,398.83
Police Retirement	\$ 70.73	0.43%	\$ 988.41	\$ 354.06
Community Redevelopment		0.00%	\$ -	\$ -
All other	\$ 8,317.11	50.56%	\$ 119,216.00	\$ 36,708.40
<b>TOTAL</b>	<b>\$ 16,449.63</b>	<b>100.00%</b>	<b>\$ 216,092.75</b>	<b>\$ 69,552.18</b>

**FINANCIAL REPORT**  
**MONTH OF SEPTEMBER, 2015**

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<b>FUND</b>	<b>Beginning Balance</b>	<b>Monies Received</b>	<b>Monies Disbursed</b>	<b>Transfer In</b>	<b>Transfer Out</b>	<b>Clerk's Balance</b>	<b>% of Total</b>
001 General Government	1,171,214.44	36,416.67	178,042.70	115,991.67	2,753.28	1,142,826.80	
011 Police	72,585.33	28,333.42	175,026.55	36,754.02	324.45	-37,678.23	
015 Fire	246,437.65	11,392.87	38,958.39	2,996.30	24.72	221,843.71	
016 Ambulance	291,236.82	52,456.75	78,635.49	1,585.00	5,572.66	261,070.42	
041 Library	-92,181.23	6,362.52	41,777.15	5,531.81	61.80	-122,125.85	
042 Park & Recreation	310,623.81	48,308.50	136,293.28	2,132.63	123.60	224,648.06	
045 Memorial Pool	-64,974.21	5,436.87	6,598.44	0.00	0.00	-66,135.78	
071 General Fund Deb Service	55,904.59	1,371.30	0.00	0.00	0.00	57,275.89	
099 Franchise Fees-MEC	386,085.70	0.00	0.00	0.00	0.00	386,085.70	
<b>GENERAL FUND SUB-TOTAL</b>	<b>2,376,932.90</b>	<b>190,078.90</b>	<b>655,332.00</b>	<b>164,991.43</b>	<b>8,860.51</b>	<b>2,067,810.72</b>	
110 Road Use Tax (Streets)	1,245,407.94	181,865.60	75,221.20	0.00	15,866.48	1,336,185.86	
112 Trust & Agency	0.00	24,124.76	0.00	0.00	24,124.76	0.00	
115 YMCA Maintenance Obligations	93,081.46	0.00	0.00	0.00	0.00	93,081.46	
125 TIF--Downtown	390,209.60	22,255.11	0.00	0.00	1,345.93	411,118.78	
126 TIF--East Hwy 92	15,780.80	-15,780.80	0.00	0.00	0.00	0.00	
127 TIF--Hillcrest/Industrial Park	80,417.38	1,780.52	3,210.00	0.00	0.00	78,987.90	
141 Library Special Revenue	35,570.09	5,747.62	1,071.43	0.00	0.00	40,246.28	
142 Park & Rec Special Revenue	135,130.71	3,089.86	4,860.84	0.00	0.00	133,359.73	
160 Downtown Revolving Loan	66,200.09	4,196.07	0.00	0.00	0.00	70,396.16	
161 Downtown Business Inc Program	63,252.32	0.00	395.74	0.00	0.00	62,856.58	
177 Police Forfeiture	19,830.07	0.00	0.00	0.00	0.00	19,830.07	
190 Vehicle Reserve	70,271.05	0.00	0.00	2,083.33	0.00	72,354.38	
199 Police Retirement	99,049.04	170.99	0.00	0.00	1,041.67	98,178.36	
<b>SPECIAL REVENUES SUB-TOTAL</b>	<b>2,314,200.55</b>	<b>227,449.73</b>	<b>84,759.21</b>	<b>2,083.33</b>	<b>42,378.84</b>	<b>2,416,595.57</b>	
<b>200 DEBT SERVICE (SUB-TOTAL)</b>	<b>1,385,394.90</b>	<b>18,453.88</b>	<b>0.00</b>	<b>52,945.93</b>	<b>0.00</b>	<b>1,456,794.71</b>	
301 Capital Projects (General)	101,989.73	8,851.76	0.00	0.00	0.00	110,841.49	
321 Capital Projects (Streets)	-152,473.55	480.00	1,520.00	0.00	0.00	-153,513.55	
344 Community Athletic Facility	4,862.72	9.77	347.86	0.00	0.00	4,524.63	
353 Community ReDevelopment (D&D)	-43,589.89	0.00	5,147.00	0.00	0.00	-48,736.89	
<b>CAPITAL PROJECTS SUB-TOTAL</b>	<b>-89,210.99</b>	<b>9,341.53</b>	<b>7,014.86</b>	<b>0.00</b>	<b>0.00</b>	<b>-86,884.32</b>	
610 Sewer	314,259.97	0.00	93,030.68	143,725.00	35,951.04	329,003.25	
650 Stormwater Utility	450,352.34	16,091.84	0.00	0.00	5,116.67	461,327.51	
670 Recycling	78,938.58	17,734.92	15,449.30	0.00	1,508.33	79,715.87	
710 Sewer Capital Projects	255,199.94	256,740.95	19,697.00	0.00	231,466.67	260,777.22	
771 Sewer Reserve	114,238.70	0.00	0.00	0.00	0.00	114,238.70	
781 Sewer Plant Improvement	346,739.17	0.00	0.00	2,083.33	0.00	348,822.50	
791 Sewer Revenue Bonds	382,827.86	0.00	0.00	58,791.67	0.00	441,619.53	
820 Health Insurance	980,965.35	109,012.45	205,626.54	0.00	0.00	884,351.26	
830 Health Reimbursement Account	318,705.42	0.00	10,418.31	0.00	0.00	308,287.11	
840 Flex/STD	211,719.10	1,925.40	3,895.14	1,359.60	0.00	211,108.96	
850 Liability Insurance Reserve--City	36,163.09	62.43	6,910.14	0.00	0.00	29,315.38	
<b>CITY UTILITY &amp; IS SUB-TOTAL</b>	<b>3,490,109.52</b>	<b>401,567.99</b>	<b>355,027.11</b>	<b>205,959.60</b>	<b>274,042.71</b>	<b>3,468,567.29</b>	
<b>TOTAL CITY FUNDS</b>	<b>9,477,426.88</b>	<b>846,892.03</b>	<b>1,102,133.18</b>	<b>425,980.29</b>	<b>325,282.06</b>	<b>9,322,883.97</b>	<b>58%</b>
<b>TOTAL IMU FUNDS</b>	<b>7,311,461.62</b>	<b>1,953,027.15</b>	<b>2,386,509.37</b>	<b>183,166.68</b>	<b>283,864.91</b>	<b>6,777,281.17</b>	<b>42%</b>
<b>GRAND TOTAL CITY &amp; IMU</b>	<b>16,788,888.50</b>	<b>2,799,919.18</b>	<b>3,488,642.55</b>	<b>609,146.97</b>	<b>609,146.97</b>	<b>16,100,165.13</b>	
Cross Check Total						16,100,165.13	
<b>Investments</b>							
Bankers Trust	\$ 13,991,776.88	2.20%				Clerk's Balance	16,100,165.13
Iowa Public Agency Inv. Trust	\$ 111,119.55	0.010%				Plus Outstanding Checks	151,035.60
Payroll Account, City State Bank	\$ -	Earnings Credit					
Checking Account, City State Bank	\$ 244,767.92	Earnings Credit				Oustanding Deposit	-17,844.44
Checking & Payroll Account, Community Bank	\$ -						
Sweep Account, City State Bank	\$ 1,885,691.94	0.04%					
<b>BANK BALANCE</b>	<b>16,233,356.29</b>						<b>16,233,356.29</b>

600 Water	55,221.53	208,277.71	92,602.15	0.00	118,051.04	52,846.05
620 IMU Administration	64,130.62	0.00	47,649.83	88,350.00	31,229.68	73,601.11
625 Revolving Economic Development	105,157.99	382.69	0.00	0.00	0.00	105,540.68
626 USDA RLF	225,000.00	75,000.00	0.00	0.00	0.00	300,000.00
630 Electric	2,101,396.04	1,487,473.18	2,070,844.64	22,566.67	126,767.52	1,413,823.73
640 Fiber/Communications	293,686.56	26,036.48	19,283.57	0.00	7,816.67	292,622.80
700 Water Capital Projects	990,269.67	20,000.00	-468.10	35,991.67	0.00	1,046,729.44
730 Electric Capital Projects	2,621,512.99	135,829.96	156,597.28	-58,333.33	0.00	2,542,412.34
740 Fiber/Comm Capital Projects	0.00	0.00	0.00	0.00	0.00	0.00
770 Water Reserve	135,000.00	0.00	0.00	0.00	0.00	135,000.00
773 Electric Reserve	0.00	0.00	0.00	0.00	0.00	0.00
780 Water Capital Improvement	75,000.00	0.00	0.00	0.00	0.00	75,000.00
783 Electric Improvement	0.00	0.00	0.00	0.00	0.00	0.00
790 Water Revenue Bonds	206,692.18	0.00	0.00	22,925.00	0.00	229,617.18
793 Electric Revenue Bonds	422,294.96	0.00	0.00	71,666.67	0.00	493,961.63
855 Liability Insurance Reserve--IMU	16,099.08	27.13	0.00	0.00	0.00	16,126.21
<b>IMU SUB-TOTAL</b>	<b>7,311,461.62</b>	<b>1,953,027.15</b>	<b>2,386,509.37</b>	<b>183,166.68</b>	<b>283,864.91</b>	<b>6,777,281.17</b>

**INTEREST DISTRIBUTION**

	<b>INTEREST</b>			
	<b>INCOME</b>	<b>% OF TOTAL</b>	<b>CALYTD</b>	<b>FYTD</b>
Electric Funds	\$ 9,079.82	33.45%	\$ 81,863.44	\$ 24,704.24
Water Funds	\$ 2,393.84	8.82%	\$ 19,304.29	\$ 6,451.82
Sewer Funds	\$ 1,669.18	6.15%	\$ 18,991.86	\$ 5,190.50
Police Retirement	\$ 170.99	0.63%	\$ 1,317.70	\$ 440.72
Community Redevelopment	\$ -	0.00%	\$ 12,930.95	\$ -
All other	\$ 13,827.36	50.95%	\$ 101,781.55	\$ 40,980.36
<b>TOTAL</b>	\$ 27,141.19	100.00%	\$ 236,189.79	\$ 77,767.64

**FINANCIAL REPORT**  
**MONTH OF OCTOBER, 2016**

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FUND	Beginning Balance	Monies Received	Monies Disbursed	Transfer In	Transfer Out	Clerk's Balance	% of Total
001 General Government	1,111,669.52	361,769.92	204,029.07	133,109.19	2,518.73	1,400,000.83	
011 Police	313,615.95	569,562.86	201,686.34	223,414.43	339.90	904,567.00	
015 Fire	442,050.46	142,253.12	32,639.02	35,452.35	24.72	587,092.19	
016 Ambulance	228,943.30	213,772.16	95,280.08	18,718.31	15,572.66	350,581.03	
041 Library	-86,123.08	108,621.83	37,572.53	37,337.41	46.35	22,217.28	
042 Park & Recreation	299,010.92	319,897.99	88,132.78	42,298.10	108.15	572,966.08	
045 Memorial Pool	-32,854.70	42,899.24	3,287.04	0.00	0.00	6,757.50	
071 General Fund Debt Service	59,820.11	30,086.85	0.00	0.00	0.00	89,906.96	
099 Franchise Fees-MEC	496,524.50	15,888.07	0.00	0.00	0.00	512,412.57	
<b>GENERAL FUND SUB-TOTAL</b>	<b>2,832,656.98</b>	<b>1,804,752.04</b>	<b>662,626.86</b>	<b>490,329.79</b>	<b>18,610.51</b>	<b>4,446,501.44</b>	
110 Road Use Tax (Streets)	1,371,553.50	147,412.70	80,317.73	0.00	16,434.37	1,422,214.10	
112 Trust & Agency	33,953.62	534,533.01	0.00	0.00	330,712.26	237,774.37	
115 YMCA Maintenance Obligations	285,191.46	0.00	0.00	0.00	0.00	285,191.46	
121 Local Option Sales Tax	165,040.27	165,040.27	0.00	0.00	0.00	330,080.54	
125 TIF--Downtown	1,093,175.97	600,634.30	275,000.00	0.00	139,182.11	1,279,628.16	
141 Library Special Revenue	32,707.20	428.24	367.65	0.00	0.00	32,767.79	
142 Park & Rec Special Revenue	141,995.61	1,190.22	720.00	0.00	0.00	142,465.83	
160 Downtown Revolving Loan	156,256.82	0.00	0.00	0.00	0.00	156,256.82	
161 Downtown Business Inc Program	32,174.38	0.00	568.29	0.00	0.00	31,606.09	
177 Police Forfeiture	19,830.07	0.00	0.00	0.00	0.00	19,830.07	
190 Vehicle Reserve	84,351.60	900,191.51	0.00	12,333.33	0.00	996,876.44	
199 Police Retirement	86,984.00	70.73	0.00	0.00	1,041.67	86,013.06	
<b>SPECIAL REVENUES SUB-TOTAL</b>	<b>3,503,214.50</b>	<b>2,349,500.98</b>	<b>356,973.67</b>	<b>12,333.33</b>	<b>487,370.41</b>	<b>5,020,704.73</b>	
<b>200 DEBT SERVICE (SUB-TOTAL)</b>	<b>1,237,722.44</b>	<b>363,243.26</b>	<b>0.00</b>	<b>174,348.77</b>	<b>0.00</b>	<b>1,775,314.47</b>	
301 Capital Projects (General)	506,667.85	176,705.18	28,672.20	0.00	0.00	654,700.83	
321 Capital Projects (Streets)	122,437.12	698.00	90.00	0.00	0.00	123,045.12	
344 Community Athletic Facility	1,822.20	1.81	314.65	0.00	0.00	1,509.36	
353 Community ReDevelopment (D&D)	-54,832.89	0.00	0.00	0.00	0.00	-54,832.89	
<b>CAPITAL PROJECTS SUB-TOTAL</b>	<b>576,094.28</b>	<b>177,404.99</b>	<b>29,076.85</b>	<b>0.00</b>	<b>0.00</b>	<b>724,422.42</b>	
610 Sewer	654,613.36	0.00	68,651.53	137,800.00	37,102.26	686,659.57	
650 Stormwater Utility	535,131.05	16,950.11	3,250.00	0.00	5,050.00	543,781.16	
670 Recycling	92,692.27	17,992.74	16,035.67	0.00	1,541.67	93,107.67	
710 Sewer Capital Projects	519,140.71	277,701.79	0.00	0.00	209,616.66	587,225.84	
771 Sewer Reserve	114,238.70	0.00	0.00	0.00	0.00	114,238.70	
781 Sewer Plant Improvement	373,822.46	0.00	0.00	2,083.33	0.00	375,905.79	
791 Sewer Revenue Bonds	476,612.80	0.00	0.00	58,250.00	0.00	534,862.80	
820 Health Insurance	626,771.35	116,385.50	130,228.95	0.00	0.00	612,927.90	
830 Health Reimbursement Account	325,943.57	0.00	12,546.33	0.00	0.00	313,397.24	
840 Flex/STD	214,295.29	2,415.42	962.47	1,344.15	0.00	217,092.39	
850 Liability Insurance Reserve--City	27,870.01	23.03	0.00	0.00	0.00	27,893.04	
<b>CITY UTILITY &amp; IS SUB-TOTAL</b>	<b>3,961,131.57</b>	<b>431,468.59</b>	<b>231,674.95</b>	<b>199,477.48</b>	<b>253,310.59</b>	<b>4,107,092.10</b>	
<b>TOTAL CITY FUNDS</b>	<b>12,110,819.77</b>	<b>5,126,369.86</b>	<b>1,280,352.33</b>	<b>876,489.37</b>	<b>759,291.51</b>	<b>16,074,035.16</b>	<b>64%</b>
<b>TOTAL IMU FUNDS</b>	<b>8,677,712.11</b>	<b>2,002,455.55</b>	<b>1,498,699.82</b>	<b>153,525.01</b>	<b>270,722.87</b>	<b>9,064,269.98</b>	<b>36%</b>
<b>GRAND TOTAL CITY &amp; IMU</b>	<b>20,788,531.88</b>	<b>7,128,825.41</b>	<b>2,779,052.15</b>	<b>1,030,014.38</b>	<b>1,030,014.38</b>	<b>25,138,305.14</b>	
Cross Check Total						25,138,305.14	
<b>Investments</b>							
Bankers Trust	\$ 19,252,099.69	1.67%				Clerk's Balance	25,138,305.14
Iowa Public Agency Inv. Trust	\$ 111,160.34	0.080%				Plus Outstanding Checks	72,548.07
Payroll Account, City State Bank	\$ -	Earnings Credit					
Checking Account, City State Bank	\$ 245,249.56	Earnings Credit				Oustanding Deposit	-17,718.81
Checking & Payroll Account, Community Bank	\$ -						
Sweep Account, City State Bank	\$ 5,581,943.76	0.40%					
Wells Fargo	\$ 2,681.05						
<b>BANK BALANCE</b>	<b>25,193,134.40</b>					<b>25,193,134.40</b>	

600 Water	52,741.79	226,191.13	97,562.61	0.00	106,055.07	75,315.24
620 IMU Administration	0.00	0.00	120.00	0.00	0.00	-120.00
625 Revolving Economic Development	107,235.31	88.83	0.00	0.00	0.00	107,324.14
626 USDA RLF	375,000.00	0.00	0.00	0.00	0.00	375,000.00
630 Electric	2,294,363.30	1,525,069.87	1,142,506.73	22,566.67	159,062.21	2,540,430.90
640 Fiber/Communications	310,402.47	31,315.27	52,168.61	0.00	5,605.59	283,943.54
700 Water Capital Projects	1,052,845.96	20,000.00	70,665.81	35,991.67	0.00	1,038,171.82
730 Electric Capital Projects	3,560,970.11	199,778.93	54,815.34	0.00	0.00	3,705,933.70
740 Fiber/Comm Capital Projects	0.00	0.00	0.00	0.00	0.00	0.00
770 Water Reserve	135,000.00	0.00	0.00	0.00	0.00	135,000.00
773 Electric Reserve	0.00	0.00	0.00	0.00	0.00	0.00
780 Water Capital Improvement	75,000.00	0.00	0.00	0.00	0.00	75,000.00
783 Electric Improvement	0.00	0.00	0.00	0.00	0.00	0.00
790 Water Revenue Bonds	229,582.19	0.00	0.00	23,066.67	0.00	252,648.86
793 Electric Revenue Bonds	469,673.79	0.00	80,860.72	71,900.00	0.00	460,713.07
855 Liability Insurance Reserve--IMU	14,897.19	11.52	0.00	0.00	0.00	14,908.71
<b>IMU SUB-TOTAL</b>	<b>8,677,712.11</b>	<b>2,002,455.55</b>	<b>1,498,699.82</b>	<b>153,525.01</b>	<b>270,722.87</b>	<b>9,064,269.98</b>

<u>INTEREST DISTRIBUTION</u>	INTEREST		CALYTD	FYTD
	INCOME	% OF TOTAL		
Electric Funds	\$ 5,497.28	33.42%	\$ 64,667.24	\$ 22,106.11
Water Funds	\$ 1,213.99	7.38%	\$ 14,261.96	\$ 4,984.78
Sewer Funds	\$ 1,350.52	8.21%	\$ 16,959.14	\$ 5,398.83
Police Retirement	\$ 70.73	0.43%	\$ 988.41	\$ 354.06
Community Redevelopment		0.00%	\$ -	\$ -
All other	\$ 8,317.11	50.56%	\$ 119,216.00	\$ 36,708.40
<b>TOTAL</b>	<b>\$ 16,449.63</b>	<b>100.00%</b>	<b>\$ 216,092.75</b>	<b>\$ 69,552.18</b>



**FINANCIAL REPORT**  
**MONTH OF OCTOBER, 2015**

Page 1

FUND	Beginning Balance	Monies Received	Monies Disbursed	Transfer In	Transfer Out	Clerk's Balance	% of Total
001 General Government	1,142,709.24	79,212.01	139,044.36	118,082.68	2,753.28	1,198,206.29	
011 Police	-37,678.23	695,026.44	177,031.45	320,941.67	324.45	800,933.98	
015 Fire	221,680.05	214,504.21	31,953.93	74,678.06	24.72	478,883.67	
016 Ambulance	261,351.64	178,138.72	79,216.03	39,503.61	5,572.66	394,205.28	
041 Library	-122,125.85	167,734.42	37,997.96	137,871.82	61.80	145,420.63	
042 Park & Recreation	224,648.06	344,272.82	117,939.43	53,152.50	123.60	504,010.35	
045 Memorial Pool	-66,135.78	42,609.64	2,591.51	0.00	0.00	-26,117.65	
071 General Fund Deb Service	57,275.89	34,177.60	0.00	0.00	0.00	91,453.49	
099 Franchise Fees-MEC	386,085.70	0.00	0.00	0.00	0.00	386,085.70	
<b>GENERAL FUND SUB-TOTAL</b>	<b>2,067,810.72</b>	<b>1,755,675.86</b>	<b>585,774.67</b>	<b>744,230.34</b>	<b>8,860.51</b>	<b>3,973,081.74</b>	
110 Road Use Tax (Streets)	1,336,185.86	138,916.13	88,168.60	0.00	15,866.48	1,371,066.91	
112 Trust & Agency	0.00	601,272.66	0.00	0.00	601,272.66	0.00	
115 YMCA Maintenance Obligations	93,081.46	0.00	0.00	0.00	0.00	93,081.46	
125 TIF--Downtown	411,118.78	104,125.85	0.00	0.00	0.00	515,244.63	
126 TIF--East Hwy 92	0.00	0.00	0.00	0.00	0.00	0.00	
127 TIF--Hillcrest/Industrial Park	78,987.90	513,877.73	3,430.16	0.00	0.00	589,435.47	
141 Library Special Revenue	40,246.28	545.15	622.97	0.00	0.00	40,168.46	
142 Park & Rec Special Revenue	133,359.73	1,485.79	1,595.55	0.00	0.00	133,249.97	
160 Downtown Revolving Loan	70,396.16	0.00	0.00	0.00	0.00	70,396.16	
161 Downtown Business Inc Program	62,856.58	0.00	1,608.30	0.00	0.00	61,248.28	
177 Police Forfeiture	19,830.07	0.00	0.00	0.00	0.00	19,830.07	
190 Vehicle Reserve	72,354.38	0.00	0.00	2,083.33	0.00	74,437.71	
199 Police Retirement	98,178.36	191.75	0.00	0.00	1,041.67	97,328.44	
<b>SPECIAL REVENUES SUB-TOTAL</b>	<b>2,416,595.57</b>	<b>1,360,415.06</b>	<b>95,425.58</b>	<b>2,083.33</b>	<b>618,180.81</b>	<b>3,065,487.57</b>	
<b>200 DEBT SERVICE (SUB-TOTAL)</b>	<b>1,456,794.71</b>	<b>436,733.18</b>	<b>0.00</b>	<b>51,600.00</b>	<b>0.00</b>	<b>1,945,127.89</b>	
301 Capital Projects (General)	110,841.49	220,616.43	0.00	0.00	0.00	331,457.92	
321 Capital Projects (Streets)	-153,513.55	5,520.00	3,202.00	0.00	0.00	-151,195.55	
344 Community Athletic Facility	4,524.63	9.42	222.87	0.00	0.00	4,311.18	
353 Community ReDevelopment (D&D)	-48,736.89	0.00	600.00	0.00	0.00	-49,336.89	
<b>CAPITAL PROJECTS SUB-TOTAL</b>	<b>-86,884.32</b>	<b>226,145.85</b>	<b>4,024.87</b>	<b>0.00</b>	<b>0.00</b>	<b>135,236.66</b>	
610 Sewer	329,003.25	0.00	96,820.12	143,725.00	35,951.04	339,957.09	
650 Stormwater Utility	461,327.51	17,122.52	2,940.00	0.00	5,116.67	470,393.36	
670 Recycling	79,715.87	18,725.15	15,524.70	0.00	1,508.33	81,407.99	
710 Sewer Capital Projects	260,701.22	434,454.21	52,402.43	0.00	231,466.67	411,286.33	
771 Sewer Reserve	114,238.70	0.00	0.00	0.00	0.00	114,238.70	
781 Sewer Plant Improvement	348,822.50	0.00	0.00	2,083.33	0.00	350,905.83	
791 Sewer Revenue Bonds	441,619.53	0.00	0.00	58,791.67	0.00	500,411.20	
820 Health Insurance	884,351.26	109,685.55	162,975.69	0.00	0.00	831,061.12	
830 Health Reimbursement Account	308,287.11	0.00	0.00	0.00	0.00	308,287.11	
840 Flex/STD	211,108.96	1,925.40	3,965.47	1,359.60	0.00	210,428.49	
850 Liability Insurance Reserve--City	29,315.38	71.51	0.00	0.00	0.00	29,386.89	
<b>CITY UTILITY &amp; IS SUB-TOTAL</b>	<b>3,468,491.29</b>	<b>581,984.34</b>	<b>334,628.41</b>	<b>205,959.60</b>	<b>274,042.71</b>	<b>3,647,764.11</b>	
<b>TOTAL CITY FUNDS</b>	<b>9,322,807.97</b>	<b>4,360,954.29</b>	<b>1,019,853.53</b>	<b>1,003,873.27</b>	<b>901,084.03</b>	<b>12,766,697.97</b>	<b>64%</b>
<b>TOTAL IMU FUNDS</b>	<b>6,777,357.17</b>	<b>1,750,212.59</b>	<b>1,298,332.28</b>	<b>183,166.68</b>	<b>285,955.92</b>	<b>7,126,448.24</b>	<b>36%</b>
<b>GRAND TOTAL CITY &amp; IMU</b>	<b>16,100,165.13</b>	<b>6,111,166.88</b>	<b>2,318,185.81</b>	<b>1,187,039.95</b>	<b>1,187,039.95</b>	<b>19,893,146.20</b>	
Cross Check Total						19,893,146.20	
<b>Investments</b>							
Bankers Trust	\$ 14,021,566.82	2.20%				Clerk's Balance	19,893,146.20
Iowa Public Agency Inv. Trust	\$ 111,120.46	0.010%				Plus Outstanding Checks	42,307.21
Payroll Account, City State Bank	\$ -	Earnings Credit				Oustanding Deposit	-30,155.48
Checking Account, City State Bank	\$ 243,753.98	Earnings Credit					
Checking & Payroll Account, Community Bank	\$ -						
Sweep Account, City State Bank	\$ 5,525,856.67	0.04%					
Wells Fargo	\$ 3,000.00						
<b>BANK BALANCE</b>	<b>19,905,297.93</b>						<b>19,905,297.93</b>

600 Water	52,922.05	228,213.74	72,964.43	0.00	118,051.04	90,120.32
620 IMU Administration	73,601.11	0.00	49,157.66	88,350.00	31,229.68	81,563.77
625 Revolving Economic Development	105,540.68	435.51	0.00	0.00	0.00	105,976.19
626 USDA RLF	300,000.00	0.00	0.00	0.00	0.00	300,000.00
630 Electric	1,413,823.73	1,402,532.62	1,040,758.96	22,566.67	126,767.52	1,671,396.54
640 Fiber/Communications	292,622.80	28,412.64	-5,821.26	0.00	9,907.68	316,949.02
700 Water Capital Projects	1,046,729.44	0.00	4,782.90	35,991.67	0.00	1,077,938.21
730 Electric Capital Projects	2,542,412.34	90,585.58	44,818.14	-58,333.33	0.00	2,529,846.45
740 Fiber/Comm Capital Projects	0.00	0.00	0.00	0.00	0.00	0.00
770 Water Reserve	135,000.00	0.00	0.00	0.00	0.00	135,000.00
773 Electric Reserve	0.00	0.00	0.00	0.00	0.00	0.00
780 Water Capital Improvement	75,000.00	0.00	0.00	0.00	0.00	75,000.00
783 Electric Improvement	0.00	0.00	0.00	0.00	0.00	0.00
790 Water Revenue Bonds	229,617.18	0.00	0.00	22,925.00	0.00	252,542.18
793 Electric Revenue Bonds	493,961.63	0.00	90,233.00	71,666.67	0.00	475,395.30
855 Liability Insurance Reserve--IMU	16,126.21	32.50	1,438.45	0.00	0.00	14,720.26
<b>IMU SUB-TOTAL</b>	<b>6,777,357.17</b>	<b>1,750,212.59</b>	<b>1,298,332.28</b>	<b>183,166.68</b>	<b>285,955.92</b>	<b>7,126,448.24</b>

<b>INTEREST DISTRIBUTION</b>	<b>INTEREST</b>		<b>CALYTD</b>	<b>FYTD</b>
	<b>INCOME</b>	<b>% OF TOTAL</b>		
Electric Funds	\$ 11,853.16	36.47%	\$ 93,716.60	\$ 36,557.40
Water Funds	\$ 2,830.77	8.71%	\$ 22,135.06	\$ 9,282.59
Sewer Funds	\$ 2,063.77	6.35%	\$ 21,055.63	\$ 7,254.27
Police Retirement	\$ 191.75	0.59%	\$ 1,509.45	\$ 632.47
Community Redevelopment	\$ -	0.00%	\$ 12,930.95	\$ -
All other	\$ 15,560.79	47.88%	\$ 117,342.34	\$ 56,541.15
<b>TOTAL</b>	\$ 32,500.24	100.00%	\$ 268,690.03	\$ 110,267.88

**Meeting Date:** 11/21/2016

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**Information**

**Subject**

Economic Development Subcommittee Update

**Information**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Meeting Date:** 11/21/2016

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**Information**

**Subject**

Direction from City Council regarding the sewer refund request from Tri-Delta Sorority - 705 N. "C" Street

**Information**

As directed from Council, staff worked with legal counsel and it was determined that no legal precedence exist on how refunds are handled. Below are options for Council's consideration:

- Option A - issue \$379.16 credits which equates to approximately 11 months and \$379.24 for one month
- Option B - issue a check in an amount of \$4,550

The City Clerk recommends Option B. This option would eliminate chances of errors that could arise over the 12 months while tracking credits.

FYI - the Tri-Delta Sorority average monthly bill is approximately \$955.

Simple motion is in order.

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Meeting Date:** 11/21/2016

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**Information**

**Subject**

Motion to remove from the table the request from Buyers Realty assistance for demo of 1100 N. Jefferson

**Information**

Council needs to remove from the table the request from Buyers Realty for assistance demo of 1100 N. Jefferson.

Simple motion is in order.

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Meeting Date:** 11/21/2016

---

**Information**

**Subject**

Request from Buyers Realty for assistance in demolition of a building located at 1100 N. Jefferson

**Information**

In your packet is a letter from Dave Little. Mr. Little is the listing agent for the Meat Locker building located on the east side of 65/69. The letter requests City assistance in the demolition of the existing building. The amount being requested is \$7,000. A similar request, but in the amount of \$10,000 is being requested of WCEDC.

Simple motion is in order.

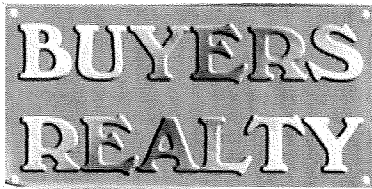
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**Fiscal Impact**

**Attachments**

Buyers Realty Information

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BUYERS REALTY, INC. • COMMERCIAL BROKERS AND DEVELOPERS  
3101 INGERSOLL • DES MOINES, IOWA 50312 • (515) 277-4000 • (515) 277-5976  
www.buyersrealtyinc.com

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October 5, 2016

Ryan Waller, City Manager  
City of Indianola, Iowa  
P.O. Box 299  
Indianola, IA 50125

RE: 1100 N. Jefferson Way, Indianola, IA

Dear Mr. Ryan,

Following up on our meeting earlier this week, I've been working with Terry and Tami Jorgensen on the sale of their property at 1100 N. Jefferson Way. Unfortunately, given the age and specific use of the property, we find the buildings to be functionally obsolete with little resale value. The true value for their property lies in the land and location.

I have recommended to Terry and Tami they explore removing the existing buildings to clear the way for this property to be marketed as a redevelopment site. Unfortunately they are not in a financial position cover all of the costs. Terry and Tami would like to reach out to the City of Indianola and the Warren County Economic Development Corp. to request some financial assistance to help them cover the costs to remove the buildings from their property.

Attached are estimates Terry has received and as shown, Savage Excavating is the lowest bid at \$17,000. This does not include the additional expense of removing the electrical service, natural gas service, telephone service and the required permits. Terry and Tami have asked me to communicate on their behalf a request of \$7,000.00 from the City of Indianola in redevelopment funds and they will seek a contribution from WCEDC as well.

Given the limited redevelopment sites available on N. Jefferson Way, we see this as an opportunity to improve the streetscape and offer a redevelopment site that will certainly benefit the City of Indianola and Warren County.

Thanks again for your time and consideration, we look forward to your feedback and direction.

Sincerely,

A handwritten signature in dark ink, appearing to read "D. R. Little".

David R. Little, CCIM, RPA  
Buyers Realty, Inc.  
515-277-4000

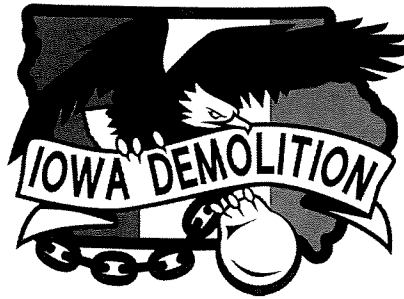
C: Hollie Askey, Executive Director, WCEDC

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**"We Make Ideas Work"**

A MEMBER OF  
 **CHAINLINKS**  
RETAIL ADVISORS

The Chainlinks logo features a stylized graphic of a chain link to the left of the company name.



## Iowa Demolition Inc.

Phone: 515-729-9268

Fax: 515-265-0440

1901 Easton Blvd.

Des Moines, IA 50316

Bid #16134

7-14-2016

Dave Little  
Buyers Realty  
515-865-2422

RE: PROPOSAL FOR DEMOLITION  
1100 N Jefferson Way  
Indianola, Iowa

We are pleased to provide this proposal to Buyer Realty ("General Contractor") for the removal of the building located at 1100 N Jefferson Way in Indianola, Iowa

**Iowa Demolition ("Contractor") will:**

- Provide the equipment and labor necessary to clean up and remove the debris located at 1100 N Jefferson Way in Indianola, Iowa. A scope of work for this proposal is listed below as **Attachment A**.
- Identify haul routes and dumping locations to General Contractor prior to start of work. All hauling and disposal shall be in accordance with state, local, and federal laws, codes, ordinances or regulations.
- Cooperate with other private and public contractors performing work in conjunction with this project.



- Provide all the necessary permits required by the city of Indianola, Iowa and any other ruling governmental agencies.
- Take adequate safety precautions for pedestrians and vehicular traffic as warrants.
- Oversee all clean up and site control associated with this work including but not limited to street cleaning and dust control.
- Own any salvage associated with the demolition of this project or clean up in its current state.
- Honor the quote contained herein for 30 days from the date of this proposal.

**Contractor will not:**

- Remove or manage the removal of items identified to be hazardous materials by any governmental agency. In the event Contractor encounters hazardous materials, Contractor may, at its sole discretion, discontinue work on the site. Contractor will promptly notify General Contractor of the identification of hazardous materials. In the event work by Contractor is delayed, Contractor shall be entitled to an increase in the contract price for additional mobilization to the site. In the event the delay due to hazardous materials exceeds 30 days, Contractor shall be entitled to payment for work performed from the commencement of the project to the time work is suspended.
- ◆ Be responsible for any asbestos surveys or removal.
- ◆ Be responsible for removal or disposal of trees at the site.
- ◆ Be responsible for any testing.
- ◆ Be responsible for any soil erosion prevention plan or execution thereof.
- ◆ Be responsible for any utility disconnections.
- ◆ Be responsible for any damaged paving from normal demolition activity.
- ◆ Be responsible for any fencing.
- ◆ Be responsible for locating any private utilities.
- ◆ Be responsible for the repair of any unmarked private utilities that may be damaged.

**General Contractor to provide:**

- ◆ Access to the site.
- ◆ Provide payment within thirty days of invoice by the contractor. Invoices not paid in thirty days are subject to a 1.5% monthly (18% annually) interest.

**Indemnification**

Upon acceptance of this proposal and commencement of the work, Contractor agrees to hold harmless, indemnify, and defend the General Contractor and its employees while Contractor is acting within the scope of its duties from and against any and all liability claims, damages, and costs of defense arising out of the Contractor's performance of the scope of work described herein.

**Cost of services to be performed as described in this proposal:**

- Iowa Demolition base bid price for 1100 N Jefferson Way : **\$ 32,450.00**
- This bid includes one mobilization: if there are work stoppages that are no fault of Iowa Demolition there will be additional mobilization charges. Please feel free to contact me regarding any scheduling issues or concerns.

Indicate your acceptance of this proposal by signing below and returning an original to me. Upon receipt of a signed proposal we will get the project scheduled at a mutually agreeable date.

Thank you for this opportunity to bid this project. If you should have any questions, need clarification or would like to discuss this project further, please feel free to contact me. I can be reached at 515-729-9268

Respectfully,

Wayne D. McIntosh

**Acceptance of Proposal**

Undersigned, \_\_\_\_\_, hereby accepts this proposal and agrees to be bound by the terms and conditions contained herein. This agreement shall only be amended in writing and effective only when signed by the Contractor and General Contractor.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Attachment A**  
Iowa Demolition Scope of Work

**Base Bid**

Iowa Demolition will be responsible for:

1. Obtaining all permit required by City of Indianola and Iowa DNR.
2. Razing of structure and haul to state approved site.
3. Removal of slab, footing and foundation.
4. Backfill footing line to match existing grade.

Excluded:

1. Parking lot removal.
2. Final grade or seeding

# BID MEMO

JOB	TERRY Jorgensen	BID #	
ADDRESS		DATE	9-23-16
FIRM	SAVAGE Excavating	PREPARED BY	Steve
ADDRESS	P.O. Box 319 New Virginia, Iowa 50210	APPROVED BY	Steve
TYPE OF WORK	Demolish old Locke Building	PHONE	515-360-0911

WORK INCLUDED	AMOUNT OF BID
<p>Demolish Indianola Locker &amp; Meat Market Located at 1100 N. Jefferson Way Indianola, Iowa 50125</p> <p>Remove all Building and Contents. Remove floor &amp; footings. Leave level lot.</p> <p>includes sewer &amp; water Disconnect! talked to Steve 9-29-16 on this</p> <p><del>to go to Steve</del></p> <p><del>to go to Steve</del></p>	<p>3-4- week from 9-30-16</p> <p>called - met 9-27 2:30</p> <p>17,000.00</p> <p>elec. - CITY gas - meter Done 9-29 mud Amer. MC</p> <p>TOTAL BID 17,000.00</p>

EXCLUSIONS AND QUALIFICATIONS
<p>Payment Due Upon Completion.</p>

ACKNOWLEDGEMENT OF ADDENDA:	TAX	
DELIVERY	EXCLUDED	
	INCLUDED	
RECEIVED BY:		

# STAPES

## CONCRETE & GRADING

Gentlemen,

Thank you for giving us the opportunity to bid this project. Here is our proposal for the building demolition of 1101 N. Jefferson.

Stapes Concrete & Grading will:

- Secure the Demolition permit.
- Provide DNR notification. (Owner to provide asbestos survey Co. contact info to Stapes)
- Secure the jobsite with proper fencing until job completion.
- Raze the building. Dispose of all C & D debris to the landfill.
- Remove all brick & concrete including foundation footings and slurry pit.
- Backfill all depressions caused by demolition work and grade site accordingly for drainage.
- Provide more than adequate Insurance binder to owner prior to commencing any work.

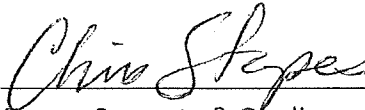
Owner will provide:

- Asbestos survey.
- All utility disconnects. (Gas, Water, Elec., Sewer, Etc.)

Stapes Concrete & Grading will complete this job in a 4 day time period at a price of \$31,555.00

Please sign below if our proposal is satisfactory to you. Thank You

\_\_\_\_\_  
Owner

  
\_\_\_\_\_  
Stapes Concrete & Grading

Stapes Concrete & Grading

2426 McGregor Street St Charles, IA 50240 (515) 202-8800



# **WANDERPOOL**

**CONSTRUCTION, INC.**

1100 North 14th Street  
Indianola, IA 50125  
515-961-4682

## **Bid**

Date	Estimate #
7/12/2016	2774

**Buyers Realty, Inc.**  
**Dave Little**  
**3101 Ingersoll Avenue**  
**Des Moines, Iowa 50312**

Project
1100 North Jefferson Indianola Locker

Description	Qty	Units	Rate	Total
City permits Sewer disconnect at cast iron clean out in front of building. Water disconnect at stop box in front of building. Demolish entire building and haul debris away from property. Includes all concrete, floors, foundation. Fill areas disturbed back up to original elevation for drainage.  <				

Contractor Signature \_\_\_\_\_

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Meeting Date:** 11/21/2016

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**Information**

**Subject**

Public hearing and first consideration of an ordinance approving a prior industrial tax abatement for 1400 E. Iowa Avenue

**Information**

Council needs to hold the public hearing and first consideration approving a prior industrial tax abatement for 1400 E. Iowa - Cambron Thacker (packet).

Simple motion is in order.

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**Fiscal Impact**

**Attachments**

Industrial Tax Abatement  
Ordinance

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APPLICATION FOR TAX ABATEMENT UNDER THE URBAN REVITALIZATION PLAN FOR  
4 OR 5 YEAR (COMMERCIAL OR INDUSTRIAL):

\_\_\_\_\_ Commercial ☒ Industrial \_\_\_\_\_ Date 10/14/16

☒ Prior Approval for Intended Improvements \_\_\_\_\_ Approval of Improvements Completed

Address of Property: 1400 East Iowa Avenue

Legal Description of Property: Plat A Lot 11 Indianola Industrial Park

Title Holder or Contract Buyer: Cambron Thacker

Address of Owner (if different than above): \_\_\_\_\_

Phone Number (to be reached during the day): \_\_\_\_\_

Existing Property Use: \_\_\_\_\_ ☒ Commercial \_\_\_\_\_ Industrial \_\_\_\_\_ Vacant

Proposed Property Use: \_\_\_\_\_ ☒ Commercial \_\_\_\_\_ Industrial \_\_\_\_\_ Vacant

\_\_\_\_\_ Rental ☒ Owner Occupied

Nature of Improvements: \_\_\_\_\_ Addition ☒ New Construction \_\_\_\_\_ General Improvements

DESCRIPTION: 1 story cold storage warehouse - 6,300 sq. ft. -  
1 full bathroom

Estimated or Actual Date of Completion: 3/2017

Estimated or Actual Value of Improvements: \$138,096

If rental property, complete the following: Number of Units \_\_\_\_\_

Tenants occupying the building when purchased (or present tenants if unknown) Date of tenant occupancy/relocation benefits received by eligible tenants: (to be continued on a separate page if necessary)

Tenant	Date of Occupancy	Relocation Benefits
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☒ Signed By: [Signature]

**FOR AGENCY USE ONLY:**

City Manager The above application is/is not in conformance with the requirements of the  
Urban Revitalization Plan for City of Indianola  
Relocation Benefits Paid N/A

City Manager \_\_\_\_\_ Date \_\_\_\_\_

Building Dept Construction Permit No.(s) 42 Date Issued 10/14/16 FINAL \_\_\_\_\_

Building Official \_\_\_\_\_

City Council Application approved/disapproved (reason if disapproved) \_\_\_\_\_

Indianola City Council \_\_\_\_\_ Date \_\_\_\_\_

County Assessor Present assessed value \_\_\_\_\_ Assessed value w/improvements \_\_\_\_\_

Eligible or non-eligible for tax abatement \_\_\_\_\_





1400 East Iowa Avenue  
Cambron Thacker Construction  
Industrial Tax Abatement

10/2016



**ORDINANCE NO. - \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING TAX EXEMPTION UNDER THE  
URBAN REVITALIZATION PLAN FOR INDUSTRIAL USE IN  
ACCORDANCE WITH INDIANOLA MUNICIPAL CODE SECTION 7.07**

**WHEREAS**, the Indianola Code of Ordinances authorizes tax exemption for urban revitalization within the City of Indianola, Iowa; and

**WHEREAS**, Municipal Code Section 7.07 provides that the City Council may give its approval of tax exemption for new construction if the new construction is in conformance with City zoning; provided however, such approval shall not entitle the owner to exemption from taxation until the new construction has been completed and found to be qualified real estate; and

**WHEREAS**, after notice and hearing as required by law, the City Council of the City of Indianola, Iowa now deems it proper to grant approval of tax exemption for new construction on property locally known as 1400 East Iowa Avenue and legally described as:

Parcel A Lot 11 Industrial Park Plat, an Official Plat in Indianola, Warren County, Iowa.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF INDIANOLA, IOWA:**

**Section 1:** That approval of tax exemption is granted for new construction on property locally known as 1400 East Iowa Avenue and legally described as:

Parcel A Lot 11 Industrial Park Plat, an Official Plat in Indianola, Warren County, Iowa.

**Section 2:** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 3:** This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Kelly Shaw, Mayor

ATTEST:

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Diana Bowlin, City Clerk

First reading: \_\_\_\_\_  
Second reading: \_\_\_\_\_  
Third reading: \_\_\_\_\_  
Publication Date: \_\_\_\_\_

**Meeting Date:** 11/21/2016

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**Information**

**Subject**

Second consideration of a request from Bob Bash and Michael Patterson to purchase the South 1/2 half of the North/South alley lying between Lot 3 and Lot 4, Block 5 Berry's Addition, Indianola, Iowa (P&Z approved unanimously October 11, 2016)

**Information**

Council needs to hold the second consideration of the request to purchase an alley. Enclosed are the agreements to purchase, notice of closing and a map indicating the location of the alley requested to be purchased. Council policy requires those property owners that own land adjacent to the alley to agree to purchase and the remaining property owners within the same block to be notified of the request to purchase.

The process for purchasing an alley is as follows:

- The property owner making the request completes an application listing the adjacent land owners and all other property owners within the same block.
- The request to purchase is sent to all affected department heads for their review and comment.
- Notification of the alley purchase is sent to all property owners within the block.
- Planning and Zoning makes a recommendation to Council.
- City Council sets and holds a public hearing prior to purchase.

Alleys such as these that do not carry traffic, are grassed over and serve no public purpose are the type the city wishes to sell. All the paperwork is complete and notifications have been mailed. Chuck Burgin, Community Development Director, recommended the request be approved subject to retaining easement rights and P&Z approved unanimously.

Robert and Nancy Bash have submitted a request to suspend the rules at this meeting instead of December 5, 2016. This would help expedite the selling of their house.

If council wishes to suspend the rules, the next item on the agenda will need to be considered.

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**Fiscal Impact**

**Attachments**

PZ Minutes  
PZ Memo  
Alley Information  
Ordinance  
Resolution  
QCD Bush  
QCD Patterson

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INDIANOLA PLANNING AND ZONING COMMISSION  
REGULAR MEETING  
OCTOBER 11, 2016  
6:00 P.M.

The meeting was called to order by Chairperson Doug Opie and on roll call the following members were present:

Joe Butler  
Tiffany Coleman  
Al Farris  
Ron Fridley  
Cindy Johnson  
Doug Opie  
Bob Ormsby  
Josh Rabe  
Misty Soldwisch

Also present: Jon Roen, Bob Bash, Stacey Crow, Ryan Crow, Mindi Robinson and Chuck Burgin.

The minutes of the September 13, 2016 meeting were approved on a motion made by Coleman and seconded by Butler. Question was called for and on voice vote Chairperson Opie declared the motion carried unanimously.

**Consider request from Bob Bash and Michael Patterson to purchase the South ½ half of the North/South alley lying between Lot 3 and Lot 4, Block 5, Berry's Addition, Indianola, Iowa.**

Chuck reviewed the request with the Commission stating the notification to adjacent property owners and department supervisors had been issued and there were no objections.

Motion was made by Farris and seconded by Rabe to approve the request from Bob Bash and Michael Patterson to purchase the South ½ half of the North/South alley lying between Lot 3 and Lot 4, Block 5, Berry's Addition, Indianola, Iowa, with the City retaining easement rights. Question was called for and on voice vote Chairperson Opie declared the motion carried unanimously.

**Consider request from Jon Roen to amend M-2 (General Industrial) zoning to allow outdoor storage facilities for boats, campers and other types of vehicles.**

Chuck reviewed the request with the Commission stating storage facilities are not specifically listed as a permitted use within M-1 and M-2 zoning but have been allowed under the general definition of warehousing. Because this request does not have a building associated with the outdoor storage facility, Chuck recommends amending the M-1 and M-2 zoning because of the following reasons:



- Required off-street parking is determined by the square footage of building be utilized.
- The site plan ordinance, regulating hard surfaces, natural green areas, water detention and buffer requirements, is not effective until a building permit is requested.
- Building permits are not required for fencing, grading or graveling areas.
- Renting parking spaces for profit should be considered a separate principal permitted use and should be listed within a zoning classification.

Because of these reasons, Chuck recommended the following amendments:

1. List outdoor storage facilities for recreational vehicles, boats, trailers and similar motorized vehicles as a permitted use in M-1 and M-2 zoning classifications.
2. Require a minimum of five off-street parking stalls if there is a building in excess of 150 sq. ft. located on the same site.
3. Amend the Site Plan Ordinance to address the issue of uses that may not require building uses or improvements.
4. Because self storage units have been added as a permitted use within C-2 zoning, this use should be added as a permitted use within M-1 and M-2 zoning classification.

Commission discussed setback requirements and parking, existing zoning classifications adjacent to M-1 and M-2 zoning and hard surface versus gravel parking.

Farris shared his concerns regarding existing M-1 and M-2 zoning areas in town that may be inappropriate for this type of use in the future, such as the highway corridors and East Euclid Avenue.

Commission discussed the potential to place a special use permit condition on the ordinance to allow Board of Adjustment to regulate site specific areas.

Jon Roen spoke on behalf of his request stating he has viewed numerous residences that have their large recreational vehicles parked in neighborhoods. This option would allow for the betterment of the community by storing these vehicles in one location. Mr. Roen further stated his vision was for outdoor storage only with security, lighting, fencing and a gate key pad.

Commission discussed fencing versus screening, landscape buffers and the option for people to come back to the Commission to seek an alternate method to the Site Plan Ordinance should their situation/location not justify a six-foot, opaque fence or other landscape buffer.

Motion was made by Butler and seconded by Coleman to draft an ordinance including Chuck's four recommendations and including a fifth requirement allowing for a special use permit to the Board of Adjustment to regulate locations. Question was called for and on voice vote Chairperson Opie declared the motion carried unanimously.

## **Consider request from Dan and Stacey Crow to amend the A-1 zoning classification to allow private campgrounds.**

Chuck reviewed the request with the Commission stating he researched several state, county and city regulations regarding campgrounds and found very little consistency. In most of the city and county ordinances reviewed, campgrounds are not listed as a permitted use. Chuck further shared Polk County's requirements and outlined the following requirements to be considered:

- Allow only as a special use within A-1 zoning requiring additional approval by the Board of Adjustment.
- Prohibit highway frontage.
- Mandate public restrooms/showers.
- Street and camp site lighting.

Stacey Crow spoke on behalf of her request stating her family owns 185 acres on the south side of Indianola. She has been consulting with Chip Smith, President of the Iowa Chapter of Camping, to gain better knowledge of private campgrounds. Mrs. Crow would like to have camp sites with full hook ups, sewer/water/electric that will accommodate larger campers. She wants to plan the project with two phases and the first phase would have 100 camp sites with restrooms, a storm shelter, laundry facilities and future camping cabins.

Commission discussed the existing areas where A-1 zoning exists and that a private campground may not be appropriate. Commission discussed the potential to place a special use permit condition on the ordinance to allow Board of Adjustment to regulate site specific areas and require adjacent property owner notification.

Farris questioned whether it was possible to create a separate zoning classification that allows for private campgrounds and having the land rezoned. Commission agreed that a special use permit would be best.

Motion was made by Rabe and seconded by Soldwisch to draft an ordinance including Chuck's four recommendations, Polk County's requirements, a park layout plan requirement and an adjacent property owner notification requirement. Question was called for and on voice vote Chairperson Opie declared the motion carried unanimously.

## **Other Business**

Chuck informed the Commission that Council approved the preliminary plat of Ashton Park Plat 6 at their September 19, 2016 meeting.

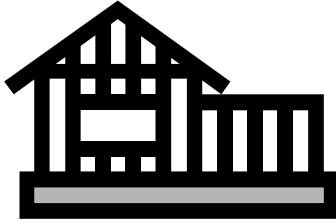
Meeting adjourned on a motion by Ormsby and seconded by Rabe.

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Doug Opie, Chairperson

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Mindi Robinson



**To:** Planning and Zoning Commission  
**From:** Chuck Burgin, Director of Community Development  
**Subject:** October 11, 2016 Meeting

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**Item # 4** Consider request from Bob Bash and Michael Patterson to purchase the South ½ half of the North/South alley lying between Lot 3 and Lot 4, Block 5, Berry's Addition, Indianola, Iowa.

Enclosed are the agreement to purchase, notice of closing and a map indicating the location of the alley requested to be purchased. Council policy requires those property owners that own land adjacent to the alley to agree to purchase and the remaining property owners within the same block to be notified of the request to purchase.

The process for purchasing an alley is as follows:

- The property owner making the request completes an application listing the adjacent land owners and all other property owners within the same block.
- The request to purchase is sent to all affected department heads for their review and comment.
- Notification of the alley purchase is sent to all property owners within the block.
- Planning and Zoning makes a recommendation to Council.
- City Council sets and holds a public hearing prior to purchase.

Alleys such as these that do not carry traffic, are grassed over and serve no public purpose are the type the city wishes to sell. All the paperwork is complete and notifications have been mailed. I recommend the request be approved subject to retaining easement rights.

**Item # 5** Consider request from Jon Roen to amend M-2 (General Industrial) zoning to allow outdoor storage facilities for boats, campers and other types of vehicles.

Enclosed is the written request from Mr. Roen requesting the amendment and a zoning map identifying M-1 and M-2 zoned properties. Storage facilities are not specifically listed as a permitted use, however they have been allowed in both M-1 and M-2 zoning under the general definition of warehousing. Because there may not be a building associated with outdoor storage facilities, the following is why I feel amending the M-1 and M-2 zoning classification is needed.

- Required off-street parking is determined by the square footage of building be utilized.
- The site plan ordinance, regulating hard surfaces, natural green areas, water detention and buffer requirements, is not effective until a building permit is requested.
- Building permits are not required for fencing, grading or graveling areas.



- Renting parking spaces for profit should be considered a separate principal permitted use and should be listed within a zoning classification.

Because of the items listed above, I recommend the following amendments:

1. List outdoor storage facilities for recreational vehicles, boats, trailers and similar motorized vehicles as a permitted use in M-1 and M-2 zoning classifications.
2. Require a minimum of five off-street parking stalls if there is a building in excess of 150 sq. ft. located on the same site.
3. Amend the Site Plan Ordinance to address the issue of uses that may not require building uses or improvements.
4. Because self storage units have been added as a permitted use within C-2 zoning, this use should be added as a permitted use within M-1 and M-2 zoning classification.

I have enclosed a map indicating the existing M-1 and M-2 zoning areas. I will ask our attorney to prepare the amendment to the Code of Ordinances after we have further discussion.

**Item # 6** Consider request from Dan and Stacey Crow to amend the A-1 zoning classification to allow private campgrounds.

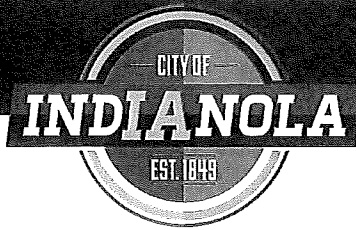
Enclosed is the letter requesting the amendment and a map indicating areas of our current A-1 (agriculture) zoning classification. After reviewing several state, county and city regulations regarding campgrounds, I have found there is no consistency. In most of the city and county zoning ordinances reviewed, campgrounds are defined, however they are not listed as a permitted use.

I have enclosed a copy of Polk County's requirements for your review and comment and have listed below other requirements to be considered as well.

- Allow only as a special use within A-1 zoning requiring additional approval by the Board of Adjustment.
- Prohibit highway frontage.
- Mandate public restrooms/showers.
- Street and camp site lighting.

I will continue researching other jurisdictions for regulations to consider, however I am confident this type of use will need the minimal amenities such as restrooms, electric and water hookups and lighted roads to survive financially. After discussion and obtaining a more clear direction from the Commission, I will ask the attorney to prepare a draft of the proposed change for further consideration in November.

6609-1706  
Robert Rash



## COMMUNITY DEVELOPMENT

### Notice of Alley Closing

The undersigned acknowledges that the alley legally described as:

THE SOUTH 1/2 OF THE NORTH/SOUTH ALLEY  
LYING BETWEEN LOT 3 AND LOT 4, BLOCK 5  
OF BERRY'S ADDITION, INDIANOLA, IA.

has been requested to be sold to the adjacent property owners and that the undersigned owns property within the same block and acknowledges notification.

Property owners within the block of proposed alley closing:

Name	Address	Date
Walter E Trembly		
Walter Trembly	1810 N.B	7/25/16
Thomas Selgrade	1004 N.B	
Thomas Selgrade	210 W Iowa	7-25-16
Jane A. Summers	1006 North B Street	7/28/16
Jean Simpson	1009 N. Buxton	8-30-2016
Richard Clark	1007 N. Buxton	8-30-16
Chae Cole	1001 N Buxton	8/30/16



## COMMUNITY DEVELOPMENT

### Agreement to Purchase Alley

\_\_\_\_\_ requests to purchase the alley legally described as:

THE SOUTH 1/2 OF NORTH/SOUTH ALLEY LYING  
BETWEEN LOT 3 AND LOT 4, BLOCK 5, BERRY'S  
ADDITION, INDIANOLA, IA.

The undersigned owns property adjacent to the alley legally described above and agrees to purchase the alley.

**Name**

**Address**

**Date**

Timothy [Signature]

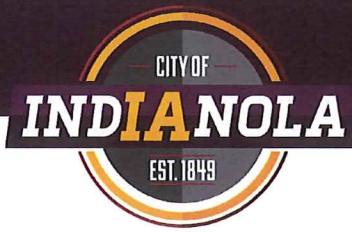
1005 N Benton St

Sept 10 2016

Bob Bash

206 W Iowa

9-15-2016



## COMMUNITY DEVELOPMENT

### TO PROPERTY OWNERS:

You are hereby notified that the City of Indianola has received a request to purchase and close the alley described as the south ½ of the north/south alley lying between Lot 3 and Lot 4, Block 5, Berry's Addition, Indianola, Iowa.

The property owners are listed below.

Michael Patterson of 1005 North Buxton Street, Indianola, Iowa.  
Robert Bash of 206 West Iowa Avenue, Indianola, Iowa.

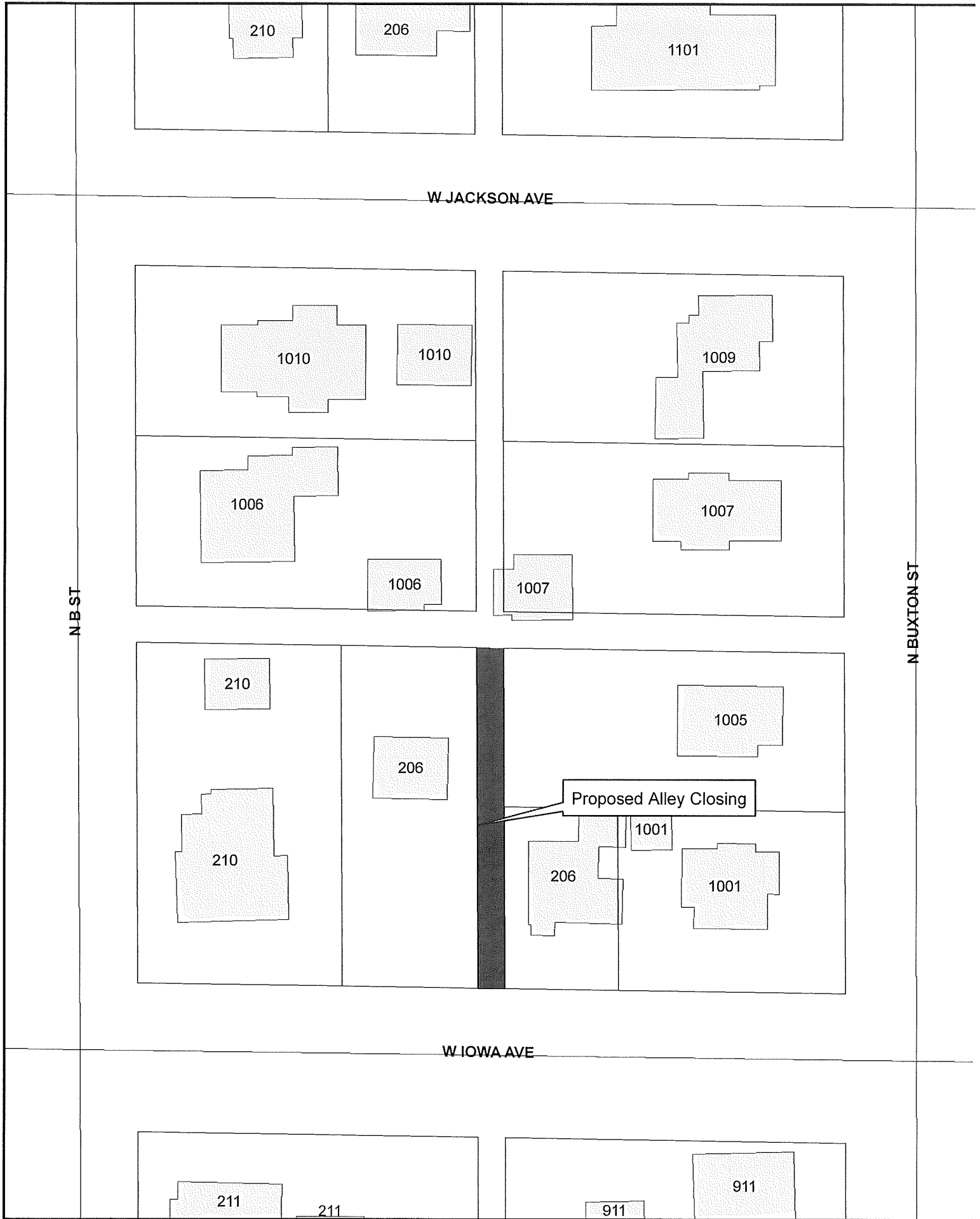
You are further notified that this request will be considered at the next Planning and Zoning Commission meeting in the Council Chambers of the Municipal Building on October 11, 2016, at 6:00 p.m.

If you have any questions or comments please contact the Community Development Department at 961-9430.

Charles Burgin  
Director of Community Development



# INDIANOLA



Request from Bob Bash & Michael Patterson  
to purchase the South 1/2 of the North/South Alley  
of Block 5 Berry's Addition

9/2016



**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE VACATING A PORTION OF REAL ESTATE DESCRIBED AS SOUTH ONE-HALF (1/2) OF NORTH/SOUTH ALLEY LYING BETWEEN LOT 3 AND LOT 4, BLOCK 5 OF BERRY'S ADDITION, INDIANOLA, WARREN COUNTY, IOWA AND RETAINING EASEMENT RIGHTS**

**WHEREAS**, on the 7th day of November 2016, pursuant to published notice as required by law, the City Council of the City of Indianola, Iowa held a public hearing on a proposal to vacate a portion of real estate owned by the City generally described as an alley and more specifically described as:

South One-Half (1/2) of North/South Alley lying between Lot 3 and Lot 4, Block 5 of Berry's Addition, Indianola, Warren County, Iowa; and

**WHEREAS**, the City Council of the City of Indianola, Iowa, has determined that it is in the best interests of the City to vacate said alley but retain any easement rights needed by the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA:**

**Section 1.** The City of Indianola, Iowa, hereby vacates the following described real estate while retaining any easement rights needed by the City:

South One-Half (1/2) of North/South Alley lying between Lot 3 and Lot 4, Block 5 of Berry's Addition, Indianola, Warren County, Iowa.

**Section 2.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**Section 3.** This Ordinance shall be in effect upon its passage, approval and publication as provided by law.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Kelly B. Shaw, Mayor

ATTEST:

\_\_\_\_\_  
Diana Bowlin, City Clerk

First reading: \_\_\_\_\_  
Second reading: \_\_\_\_\_  
Third reading: \_\_\_\_\_

Publication Date: \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING SALE OF AN ALLEY DESCRIBED AS SOUTH ONE-HALF (1/2) OF NORTH/SOUTH ALLEY LYING BETWEEN LOT 3 AND LOT 4, BLOCK 5 OF BERRY'S ADDITION, INDIANOLA, WARREN COUNTY, IOWA TO ADJACENT PROPERTY OWNERS MICHAEL PATTERSON AND ROBERT BUSYH**

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**WHEREAS**, the City of Indianola, Iowa owns property generally described as an alley, located and more particularly described as the South One-Half (1/2) of North/South Alley lying between Lot 3 and Lot 4, Block 5 of Berry's Addition, Indianola, Warren County, Iowa; and

**WHEREAS**, the City of Indianola, Iowa, recently received an offer by adjacent property owners to vacate and sell said alley in accordance with law and city policy on transfer of unused alleys within the City; and

**WHEREAS**, the required application has been made, notice and consent of adjacent property owners secured, and Planning and Zoning recommended Council approval of the proposal on October 11, 2016; and

**WHEREAS**, in accordance with the Code of Iowa Section 364.7, notice and hearing as provided by law was held on November 7, 2016; and

**WHEREAS**, the City Council now deems it in the best interest of the City of Indianola, Iowa, to sell the vacated alley to the adjoining property owners as proposed.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Indianola, Iowa, that the sale of the alley to Michael Patterson and Robert Bush is hereby approved.

**NOW THEREOFRE BE IT FURTHER RESOLVED** that the Mayor and City staff are authorized to do all things necessary to effectuate the sale.

**Dated** this \_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Kelly B. Shaw, Mayor

**ATTEST:**

\_\_\_\_\_  
Diana Bowlin, City Clerk



Prepared by: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 515-274-1450  
Return to: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266  
Address Tax Statement: Robert Bush,

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## QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, the City of Indianola, Iowa does hereby Quit Claim to Robert Bush, a \_\_\_\_\_ person, all its right, title, interest, estate, claim and demand in the following described real estate in Warren County, Iowa:

\_\_\_\_\_ One-Half of the South One-Half (1/2) of North/South Alley lying between Lot 3 and Lot 4, Block 5 of Berry's Addition, Indianola, Warren County, Iowa

Subject to all easements, covenants, and restrictions of record and subject to easement rights to the City of Indianola for \_\_\_\_\_

This deed is exempt according to Iowa Code section 428A.2(6).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: \_\_\_\_\_

City of Indianola, Iowa

By: \_\_\_\_\_  
Kelly B. Shaw, Mayor

By: \_\_\_\_\_

Diana Bowlin, City Clerk

STATE OF IOWA, WARREN COUNTY

On the \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kelly B. Shaw and Diana Bowlin, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Indianola, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Indianola on the \_\_\_\_ day of \_\_\_\_\_, 2016, and the said Kelly B. Shaw and Diana Bowlin acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

---

Notary Public in and for the State of Iowa

Prepared by: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 515-274-1450  
Return to: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266  
Address Tax Statement: Michael Patterson

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## QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, the City of Indianola, Iowa does hereby Quit Claim to Michael Patterson, a \_\_\_\_\_ person, all its right, title, interest, estate, claim and demand in the following described real estate in Warren County, Iowa:

\_\_\_\_\_ One-Half of the South One-Half (1/2) of North/South Alley lying between Lot 3 and Lot 4, Block 5 of Berry's Addition, Indianola, Warren County, Iowa

Subject to all easements, covenants, and restrictions of record and subject to easement rights to the City of Indianola for \_\_\_\_\_

This deed is exempt according to Iowa Code section 428A.2(6).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: \_\_\_\_\_

City of Indianola, Iowa

By: \_\_\_\_\_  
Kelly B. Shaw, Mayor

By: \_\_\_\_\_  
Diana Bowlin, City Clerk

STATE OF IOWA, WARREN COUNTY

On the \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kelly B. Shaw and Diana Bowlin, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Indianola, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Indianola on the \_\_\_\_ day of \_\_\_\_\_, 2016, and the said Kelly B. Shaw and Diana Bowlin acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**Meeting Date:** 11/21/2016

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**Information**

**Subject**

Consideration of a request to suspend the rules that an ordinance have three readings, approve the ordinance and send it on for publication as required by law

**Information**

In your packet is a letter from Robert and Nancy Bash requesting suspension of the rules at this meeting instead of December 5, 2016. This would help expedite the selling of their house.

If council wishes to suspend the rules, a motion to suspend the rules requires a super majority of the Council for approval.

Roll call to suspend and roll call to adopt would be in order.

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**Fiscal Impact**

**Attachments**

Letter

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OFFICE OF CITY CLERK

NOV 11 2016

INDIANOLA, IOWA

Robert L and Nancy Bash

206 W Iowa Ave

Indianola, IA 50125

November 11, 2016

To Mayor Kelly Shaw:

We have requested the purchase of our ally attached to our property at 206 W Iowa Avenue. We would like to request that the final decision be made November 21<sup>st</sup> at the second reading instead of December 5<sup>th</sup>. It would greatly help the selling of our house as ownership of the ally has been a big concern for the perspective buyers that we have. We would really appreciate it if we could expedite this process so that we can move forward as quickly as possible in selling our home.

We appreciate your help in this matter.

*Robert and Nancy Bash*

Telephone # for Robert-515-669-1706

CC: City Council

**Meeting Date:** 11/21/2016

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**Information**

**Subject**

Second consideration of an ordinance approving an industrial tax abatement application at 1820 N. 7th Street, Indianola, Iowa

**Information**

Council needs to hold the second consideration of an ordinance approving a prior urban revitalization designation application from Bussanmus Heating and Cooling, 1820 N. 7th Street, (see map) for the Industrial Park.

Simple motion is in order.

---

**Fiscal Impact**

**Attachments**

Industrial Application

Map

Ordinance

---

APPLICATION FOR TAX ABATEMENT UNDER THE URBAN REVITALIZATION PLAN FOR  
4 OR 5 YEAR (COMMERCIAL OR INDUSTRIAL):

Commercial ☒ Industrial ☐ Date 9/6/2016

☒ Prior Approval for Intended Improvements ☐ Approval of Improvements Completed

Address of Property: 1820 N. 7th St.

Legal Description of Property: Lot 1 Hillcrest Industrial Park Part 2

Title Holder or Contract Buyer: Russanmus Heating & Cooling / Capone Prop. Mgmt.

Address of Owner (if different than above): \_\_\_\_\_

Phone Number (to be reached during the day): \_\_\_\_\_

Existing Property Use: \_\_\_\_\_ Commercial \_\_\_\_\_ Industrial ☒ Vacant

Proposed Property Use: \_\_\_\_\_ Commercial ☒ Industrial \_\_\_\_\_ Vacant

\_\_\_\_\_ Rental ☒ Owner Occupied

Nature of Improvements: \_\_\_\_\_ Addition ☒ New Construction \_\_\_\_\_ General Improvements

DESCRIPTION: 1 story 10,000 sq. ft. industrial building

Estimated or Actual Date of Completion: 2/2017

Estimated or Actual Value of Improvements: \$477,400

If rental property, complete the following: Number of Units \_\_\_\_\_

Tenants occupying the building when purchased (or present tenants if unknown) Date of tenant occupancy/relocation benefits received by eligible tenants: (to be continued on a separate page if necessary)

Tenant	Date of Occupancy	Relocation Benefits
--------	-------------------	---------------------

☒ Signed By: [Signature]

**FOR AGENCY USE ONLY:**

City Manager The above application is/is not in conformance with the requirements of the Urban Revitalization Plan for City of Indianola  
Relocation Benefits Paid N/A

City Manager \_\_\_\_\_ Date \_\_\_\_\_

Building Dept Construction Permit No.(s) 105 Date Issued 9/6/16 FINAL \_\_\_\_\_

Building Official \_\_\_\_\_

City Council Application approved/disapproved (reason if disapproved) \_\_\_\_\_

Indianola City Council \_\_\_\_\_ Date \_\_\_\_\_

County Assessor Present assessed value \_\_\_\_\_ Assessed value w/improvements \_\_\_\_\_

Eligible or non-eligible for tax abatement \_\_\_\_\_





1820 N 7TH ST  
INDUSTRIAL TAX ABATEMENT

9/2016



**ORDINANCE NO. - \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING TAX EXEMPTION UNDER THE  
URBAN REVITALIZATION PLAN FOR INDUSTRIAL USE IN  
ACCORDANCE WITH INDIANOLA MUNICIPAL CODE SECTION 7.07**

**WHEREAS**, the Indianola Code of Ordinances authorizes tax exemption for urban revitalization within the City of Indianola, Iowa; and

**WHEREAS**, Municipal Code Section 7.07 provides that the City Council may give its approval of tax exemption for new construction if the new construction is in conformance with City zoning; provided however, such approval shall not entitle the owner to exemption from taxation until the new construction has been completed and found to be qualified real estate; and

**WHEREAS**, after notice and hearing as required by law, the City Council of the City of Indianola, Iowa now deems it proper to grant approval of tax exemption for new construction on property locally known as 1820 North 7<sup>th</sup> Street and legally described as:

Lot 1 in Hillcrest Industrial Park Plat 2, an Official Plat in Indianola, Warren County, Iowa.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF INDIANOLA, IOWA:**

**Section 1:** That approval of tax exemption is granted for new construction on property locally known as 1820 North 7<sup>th</sup> Street and legally described as:

Lot 1 in Hillcrest Industrial Park Plat 2, an Official Plat in Indianola, Warren County, Iowa.

**Section 2:** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 3:** This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

Kelly Shaw, Mayor

ATTEST:

---

Diana Bowlin, City Clerk

First reading: \_\_\_\_\_  
Second reading: \_\_\_\_\_  
Third reading: \_\_\_\_\_  
Publication Date: \_\_\_\_\_

**Meeting Date:** 11/21/2016

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**Information**

**Subject**

Resolution approving revised listing agreements with Exit Realty North Star for the sale of real estate owned by the City of Indianola

**Information**

In your packet is a revised resolution approving the open listing agreements (packet) for the following D&D lots:

203 W. 2nd Avenue  
401 E. Euclid  
910 E. 2nd  
410 S. Jefferson Way

The open listing agreements allows EXIT Realty North Star-ITown to place a sign on the property and to advertise the properties to the community and beyond. The owner will pay to the Broker a professional service fee of 7% of the gross sales price. The agreement also allows their office to reach out to many people and educate them to the process of purchasing one of the lots and designing a building that meets city code.

Roll call is in order.

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**Fiscal Impact**

**Attachments**

Resolution  
203 W 2nd  
401 E Euclid  
410 S Jefferson  
910 E 2nd

---

**RESOLUTION NO. 2016-\_\_\_\_**

**RESOLUTION APPROVING REVISED LISTING AGREEMENTS WITH  
EXIT REALTY NORTH STAR FOR THE SALE OF REAL ESTATE  
OWNED BY THE CITY OF INDIANOLA**

**WHEREAS**, the City has acquired certain real estate through its D & D program including the properties at 401 E Euclid, 410 S Jefferson Way, 910 E 2<sup>nd</sup> Avenue and 203 W 2<sup>nd</sup> Avenue; and

**WHEREAS**, the City Council previously approved these listing agreements on September 19, 2016; and

**WHEREAS**, the City Council wishes to terminate the previously approved listing agreements and replace it with a new one with the same realtor; and

**WHEREAS**, the City of Indianola believes it is in the best interest of the city to list the property with a local realtor under the new terms and conditions set out in the revised Listing Agreements attached as Exhibit "A"; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Indianola, Iowa, the City shall continue to engage EXIT Realty North Star to market the properties in accordance with the revised Listing Agreements attached as Exhibit "A".

**BE IT FURTHER RESOLVED** that the previous agreements are null and void and that the Mayor is hereby authorized to execute the attached revised Listing Agreements and the City staff is authorized to do all things necessary to carry out the terms and conditions of said Agreements.

**PASSED** this 21st day of November, 2016.

---

Kelly B. Shaw, Mayor

**ATTEST:**

---

Diana Bowlin, City Clerk



**OPEN LISTING AGREEMENT**  
**(RIGHT TO SELL, LEASE, OR RENT REAL ESTATE)**  
**(Broker Representation of Owner/Seller)**

Check all boxes that apply.

1. **THIS AGREEMENT** is entered into by and between prospective **SELLER(S)** (print name per title \_\_\_\_\_  
\_\_\_\_\_ City of Indianola \_\_\_\_\_ hereinafter called "Owner"  
and (Brokerage/Firm) EXIT Realty North Star - ITown 222 W Salem Ave. Indianola, IA 50125

**OWNER'S BROKER**, hereinafter called "Broker" or "Agent". The term "Broker" shall also include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and/or "Seller" shall include seller, landlord or optionor. The term "Buyer" shall include buyer, tenant or optionee. The terms "sell" and "sale" shall include sell, lease, rent, exchange or option. Owner or Owner's duly authorized agent whose signature appears below, hereby grants to the undersigned **BROKER**, a right to

( ☒ **sell**) ( ☐ **rent**) ( ☐ **lease**) for an irrevocable period beginning the 22nd day of November, 2016  
and ending at 11:59 PM the 30th day of June, 2017 (the "Open Period") the following property.

2. **THE REAL PROPERTY** located in Warren County, Iowa, legally described as \_\_\_\_\_  
South Indianola Lot 3 & Alley on S Lot 3 Blk 4 & N 95' Lots 1 & 2 Blk 4 Section 25, T-76N, R-24W of the 5th P.M.

**Address:** 203 W 2nd Ave. Indianola, IA 50125

Other (Parking, Storage Areas, etc.): \_\_\_\_\_

3. **INCLUDING** (if any) all property that integrally belongs to or is part of the real estate (except rental items), whether attached or detached, such as wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), shades, rods, blinds, awnings, storm windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener, automatic heating equipment, fuel tank, air conditioning equipment (window or central), door chimes, built-in items and electrical service cable, garage door opener and \_\_\_\_\_ control(s), other attached fixtures, radio and/or attached TV receiving equipment, fence, trees, bushes, shrubs, and plants.

**OTHER ITEMS EITHER INCLUDED OR EXCLUDED (SPECIFY):** None

4. **GROSS SALES PRICE** to be \$ \_\_\_\_\_ on the following terms: \_\_\_\_\_

**POSSESSION** will be given At Closing and Owner will pay to Broker a **PROFESSIONAL SERVICE FEE** of \$ \_\_\_\_\_ or 7 % percent of the gross sales price, whichever is greater if:

- Broker procures a Buyer during the Open Period ready, willing and able to purchase at the above price and terms, or on any other price and terms agreeable to Owner; or:
- Owner prevents the sale of this property by any adverse action, such as prohibiting the buyer from making improvements to the property required of the buyer prior to settlement by a lender, or attempting to cancel this agreement without cause.

The professional service fee shall be payable in cash in the county in this state where Broker has his principal office, at the time of the transaction settlement. Owner authorizes Broker or other escrow agent to pay Broker from Owner's proceeds of the sale. Owner and Broker acknowledge that owner may enter into an Open Listing Agreement with more than one brokerage firm at the same time for the Sale of Owner's Property.

5. **COOPERATIVE BROKERAGE ARRANGEMENTS.** Owner agrees that Brokerage may cooperate with and compensate other Brokerages, that Brokerage may utilize its own independent business judgment to determine which brokerages it will cooperate with and the amount of compensation (if any or differing amounts) it will offer differing Brokerages. Broker will disclose to Owner any policy which would limit participation of any other brokerage. On this listing Brokerage may offer compensation to other Brokerages of up to (\$ \_\_\_\_\_) or (7 % percent of gross sale price) or ( \_\_\_\_\_ % percent of gross commission received). If a referral fee is to be paid, a Referral Disclosure will be provided.

6. **BROKER** is given permission to: (1) advertise this property via any reasonable means, including online; (2) ( ☒ **may**) ( ☐ **may not**) place a for-sale sign thereon; (3) ( ☐ **may**) ( ☒ **may not**) place a lock box thereon; (4) show the property at all reasonable times; (5) show other property and provide comparative data to prospective buyers; (6) recommend property inspections at buyer's expense. Broker may also make the following selling statement to prospective buyers: D & D Program Property

Broker ( ☒ **may**) ( ☐ **may not**) disclose this reason for selling: D & D Program Property

7. **RENTAL LIMITATIONS.** If the subject property is being offered for sale, owner agrees that this property will not be rented during the term of this agreement, unless the lease specifically provides that the property may be shown upon \_\_\_\_\_ hours notice to the tenant during reasonable hours and that possession shall be given to a buyer within \_\_\_\_\_ days of accepted offer. Is this property being sold subject to tenants' rights? ( ☐ **yes**) ( ☒ **no**). If yes, attach lease(s) and/or rental agreement(s).

8. **EARNEST MONEY.** Broker may: (1) accept earnest money deposits; (2) hold earnest money checks until both buyer and seller have executed a sales agreement; (3) deposit earnest money in Broker's trust account; (4) hold earnest money until the transaction has been consummated or otherwise terminated; (5) require written releases from all parties before releasing trust funds. If a buyer deposits earnest money and thereafter defaults, the balance of the earnest money shall be paid to Owner: and Owner ( ☒ **agrees**) ( ☐ **does not agree**) to pay a sum equal to one-half of the earnest money (but not exceeding the amount of the Professional Service Fee) to Broker for Broker's services.

Sections 9 through 19 continued on page 2.

9. **HAZARDOUS MATERIALS AND DEFECTS.** Owner represents that there are no known hazardous materials or contaminations of any kind, nor any known defects, structural or otherwise, in, on or about the property, except None (if none, so state)
10. **EQUIPMENT, FIXTURES AND MECHANICAL SYSTEMS.** Owner agrees that all equipment and fixtures, including appliances (if any), electrical, plumbing, heating, and cooling, as part of this sale, will be in operating condition and performing the function for which they were intended, on either the date of possession or settlement, whichever takes place first, except None (if none, so state)
11. **INDEMNIFICATION** Owner warrants that all information given herein, and set forth on any property data sheet provided to Broker, is correct to the best of Owner's knowledge and belief and indemnifies Broker from all damages that may arise out of undisclosed, or incorrect facts or statements of Owner. Owner ( ☐ **has** ) ( ☐ **has not** ) reviewed the property data sheet and if reviewed accepts data thereon by signing below. If reviewed, initialed by Owner, and attached, it is made a part of this Agreement.
12. **REMEDIES OF THE PARTIES.** If Broker successfully defends any court action brought against Broker by Owner, or any other person involved in the sale of this property, or if it is necessary to employ an attorney to collect any fees, Owner agrees to pay all usual and reasonable court costs and attorney fees expended by Broker. This listing agreement and any contract arising therefrom, shall be deemed to have been made in the State of Iowa and any and all performance thereunder or breach thereof shall be interpreted, governed and construed pursuant to the laws of the State of Iowa and the parties consent that the Iowa District Court in and for Warren County shall be the forum in which to bring any cause of action arising out of or under this agreement, or any subsequent agreement entered into by Owner as a result of Broker's efforts concerning the above described property. The parties agree that such court shall have jurisdiction of the parties for such action.
13. **AGENCY DISCLOSURE.** Owner acknowledges receipt of the disclosure "Agency/Policy Disclosure and Acknowledgement" from Broker. Owner agrees, as a part of Broker's real estate business, Broker and Broker's affiliated licensees may represent buyers as clients and enter into written Buyer Agency Agreements to serve as buyer's Agent. Owner ( ☒ **desires** ) ( ☐ **does not desire** ) that Broker show to buyer(s) such Seller client property, which meets buyer's price range and needs. A **Dual Agency Potential/Consent Agreement** ( ☐ **is** ) ( ☒ **is not** ) attached. If attached, it shall be made a part hereof. An **Appointed Agency Agreement** ( ☐ **is** ) ( ☒ **is not** ) attached. If attached it shall be made a part hereof.
14. **BROKERAGE SERVICES ONLY.** Owner acknowledges that Broker is acting as a Real Estate Broker only and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, consultant or other professional service advisor. **Owner is hereby advised to seek such other professional advice as may be important to Owner.**
15. **REQUEST TO COMPLETE FORM DOCUMENTS AND PERMISSION TO CALL.** Owner requests that Broker select, prepare and complete form documents as authorized by Iowa law or rule, such as purchase agreements, groundwater hazard, and declaration of value forms, and authorize Broker to call Residence.
16. **RELEASE OF INFORMATION.** Owner authorizes lender(s), contract holder(s), and utility companies to provide Broker with any and all information regarding the above-described property.
17. **FAX TRANSMISSION.** The facsimile transmission of a signed copy hereof, as well as any addendums to this agreement shall constitute a binding agreement. The parties agree to confirm this agreement by mail or personal delivery of the original signed agreement between the parties.
18. **NOTICE.** Any notice required under this Agreement shall be deemed delivered when it is received either by hand delivery, facsimile, electronic communication or certified mail. Persons designated for receipt of any notice shall be Seller(s) and Buyer(s) at the addresses set forth below or their Broker or Agent. Electronic or facsimile transmission sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgement of receipt, shall constituted delivery of signed document.
19. **ENTIRE AGREEMENT.** This Open Listing Agreement constitutes the entire agreement between the parties relating to Broker's representation of Owner, and supersedes any prior listing agreement, whether oral or written. This Agreement shall be binding upon the heirs, assigns, executors, and administrators of the parties and only agreements noted herein, shall be binding upon the parties. This property is offered without respect to race, color, creed, sex, national origin, religion, physical/mental disability/handicap or familial status/presence of children.

**THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT WITH THE LAWYER OF YOUR CHOICE. RECEIPT OF A COPY OF THIS AGREEMENT IS ACKNOWLEDGED BY OWNER.**

EXECUTED this 21st day of November, 2016 at \_\_\_\_\_ ☐ a.m. ☐ p.m.

BROKER EXIT Realty North Star - ITown

1. OWNER City of Indianola

By: Terry Pauling  
AFFILIATED LICENSEE

2. OWNER \_\_\_\_\_

ADDRESS 222 W Salem Ave. Indianola, IA (515) 249-9192  
Telephone

1. ADDRESS (515) 961-9430  
Telephone

1. \_\_\_\_\_  
Owner's Taxpayer Identification Numbers

2. ADDRESS \_\_\_\_\_  
Telephone

**OPEN LISTING AGREEMENT**  
**(RIGHT TO SELL, LEASE, OR RENT REAL ESTATE)**  
**(Broker Representation of Owner/Seller)**

Check all boxes that apply.

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**OWNER'S BROKER**, hereinafter called "Broker" or "Agent". The term "Broker" shall also include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and/or "Seller" shall include seller, landlord or optionor. The term "Buyer" shall include buyer, tenant or optionee. The terms "sell" and "sale" shall include sell, lease, rent, exchange or option. Owner or Owner's duly authorized agent whose signature appears below, hereby grants to the undersigned **BROKER**, a right to  
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and ending at 11:59 PM the 30th day of June, 2017 (the "Open Period") the following property.

2. **THE REAL PROPERTY** located in Warren County, Iowa, legally described as \_\_\_\_\_  
Auditors OUT Lots N 95' OL 101 Section 30, T-76N, R-23W of the 5th P. M.

**Address:** 401 E Euclid Ave. Indianola, IA 50125

Other (Parking, Storage Areas, etc.): \_\_\_\_\_

3. **INCLUDING** (if any) all property that integrally belongs to or is part of the real estate (except rental items), whether attached or detached, such as wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), shades, rods, blinds, awnings, storm windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener, automatic heating equipment, fuel tank, air conditioning equipment (window or central), door chimes, built-in items and electrical service cable, garage door opener and \_\_\_\_\_ control(s), other attached fixtures, radio and/or attached TV receiving equipment, fence, trees, bushes, shrubs, and plants.  
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Sections 9 through 19 continued on page 2.

Serial#: 000161-400141-1137351

Prepared by: Terry Pauling | EXIT Realty North Star | terry@peoplescompany.com |

formsimplicity



9. **HAZARDOUS MATERIALS AND DEFECTS.** Owner represents that there are no known hazardous materials or contaminations of any kind, nor any known defects, structural or otherwise, in, on or about the property, except None (if none, so state)
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19. **ENTIRE AGREEMENT.** This Open Listing Agreement constitutes the entire agreement between the parties relating to Broker's representation of Owner, and supersedes any prior listing agreement, whether oral or written. This Agreement shall be binding upon the heirs, assigns, executors, and administrators of the parties and only agreements noted herein, shall be binding upon the parties. This property is offered without respect to race, color, creed, sex, national origin, religion, physical/mental disability/handicap or familial status/presence of children.

**THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT WITH THE LAWYER OF YOUR CHOICE. RECEIPT OF A COPY OF THIS AGREEMENT IS ACKNOWLEDGED BY OWNER.**

EXECUTED this 21st day of November, 2016 at \_\_\_\_\_ ☐ a.m. ☐ p.m.

BROKER EXIT Realty North Star - ITown

1. OWNER City of Indianola

By: Terry Pauling  
AFFILIATED LICENSEE

2. OWNER \_\_\_\_\_

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Telephone

1. ADDRESS (515) 961-9430  
Telephone

1. \_\_\_\_\_ 2. \_\_\_\_\_  
Owner's Taxpayer Identification Numbers

2. ADDRESS \_\_\_\_\_  
Telephone

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**(RIGHT TO SELL, LEASE, OR RENT REAL ESTATE)**  
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( ☒ **sell**) ( ☐ **rent**) ( ☐ **lease**) for an irrevocable period beginning the 22nd day of November, 2016  
and ending at 11:59 PM the 30th day of June, 2017 (the "Open Period") the following property.

2. **THE REAL PROPERTY** located in Warren County, Iowa, legally described as \_\_\_\_\_  
30-76-23 HAWTHORS ADD S 35' Lot 10 & All Lot 11 Blk 4

**Address:** 410 S Jefferson Way Indianola, IA 50125

Other (Parking, Storage Areas, etc.): \_\_\_\_\_

3. **INCLUDING** (if any) all property that integrally belongs to or is part of the real estate (except rental items), whether attached or detached, such as wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), shades, rods, blinds, awnings, storm windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener, automatic heating equipment, fuel tank, air conditioning equipment (window or central), door chimes, built-in items and electrical service cable, garage door opener and \_\_\_\_\_ control(s), other attached fixtures, radio and/or attached TV receiving equipment, fence, trees, bushes, shrubs, and plants.  
**OTHER ITEMS EITHER INCLUDED OR EXCLUDED (SPECIFY):** None

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- Broker procures a Buyer during the Open Period ready, willing and able to purchase at the above price and terms, or on any other price and terms agreeable to Owner; or:
- Owner prevents the sale of this property by any adverse action, such as prohibiting the buyer from making improvements to the property required of the buyer prior to settlement by a lender, or attempting to cancel this agreement without cause.

The professional service fee shall be payable in cash in the county in this state where Broker has his principal office, at the time of the transaction settlement. Owner authorizes Broker or other escrow agent to pay Broker from Owner's proceeds of the sale. Owner and Broker acknowledge that owner may enter into an Open Listing Agreement with more than one brokerage firm at the same time for the Sale of Owner's Property.

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Broker ( ☒ **may**) ( ☐ **may not**) disclose this reason for selling: D & D Program Property

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8. **EARNEST MONEY.** Broker may: (1) accept earnest money deposits; (2) hold earnest money checks until both buyer and seller have executed a sales agreement; (3) deposit earnest money in Broker's trust account; (4) hold earnest money until the transaction has been consummated or otherwise terminated; (5) require written releases from all parties before releasing trust funds. If a buyer deposits earnest money and thereafter defaults, the balance of the earnest money shall be paid to Owner: and Owner ( ☒ **agrees**) ( ☐ **does not agree**) to pay a sum equal to one-half of the earnest money (but not exceeding the amount of the Professional Service Fee) to Broker for Broker's services.

Sections 9 through 19 continued on page 2.

Serial#: 000161-400141-1137351

Prepared by: Terry Pauling | EXIT Realty North Star | terry@peoplescompany.com |

formsimplicity


9. **HAZARDOUS MATERIALS AND DEFECTS.** Owner represents that there are no known hazardous materials or contaminations of any kind, nor any known defects, structural or otherwise, in, on or about the property, except None (if none, so state)
10. **EQUIPMENT, FIXTURES AND MECHANICAL SYSTEMS.** Owner agrees that all equipment and fixtures, including appliances (if any), electrical, plumbing, heating, and cooling, as part of this sale, will be in operating condition and performing the function for which they were intended, on either the date of possession or settlement, whichever takes place first, except None (if none, so state)
11. **INDEMNIFICATION** Owner warrants that all information given herein, and set forth on any property data sheet provided to Broker, is correct to the best of Owner's knowledge and belief and indemnifies Broker from all damages that may arise out of undisclosed, or incorrect facts or statements of Owner. Owner ( ☐ **has** ) ( ☐ **has not** ) reviewed the property data sheet and if reviewed accepts data thereon by signing below. If reviewed, initialed by Owner, and attached, it is made a part of this Agreement.
12. **REMEDIES OF THE PARTIES.** If Broker successfully defends any court action brought against Broker by Owner, or any other person involved in the sale of this property, or if it is necessary to employ an attorney to collect any fees, Owner agrees to pay all usual and reasonable court costs and attorney fees expended by Broker. This listing agreement and any contract arising therefrom, shall be deemed to have been made in the State of Iowa and any and all performance thereunder or breach thereof shall be interpreted, governed and construed pursuant to the laws of the State of Iowa and the parties consent that the Iowa District Court in and for Warren County shall be the forum in which to bring any cause of action arising out of or under this agreement, or any subsequent agreement entered into by Owner as a result of Broker's efforts concerning the above described property. The parties agree that such court shall have jurisdiction of the parties for such action.
13. **AGENCY DISCLOSURE.** Owner acknowledges receipt of the disclosure "Agency/Policy Disclosure and Acknowledgement" from Broker. Owner agrees, as a part of Broker's real estate business, Broker and Broker's affiliated licensees may represent buyers as clients and enter into written Buyer Agency Agreements to serve as buyer's Agent. Owner ( ☒ **desires** ) ( ☐ **does not desire** ) that Broker show to buyer(s) such Seller client property, which meets buyer's price range and needs. A **Dual Agency Potential/Consent Agreement** ( ☐ **is** ) ( ☒ **is not** ) attached. If attached, it shall be made a part hereof. An **Appointed Agency Agreement** ( ☐ **is** ) ( ☒ **is not** ) attached. If attached it shall be made a part hereof.
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15. **REQUEST TO COMPLETE FORM DOCUMENTS AND PERMISSION TO CALL.** Owner requests that Broker select, prepare and complete form documents as authorized by Iowa law or rule, such as purchase agreements, groundwater hazard, and declaration of value forms, and authorize Broker to call Residence.
16. **RELEASE OF INFORMATION.** Owner authorizes lender(s), contract holder(s), and utility companies to provide Broker with any and all information regarding the above-described property.
17. **FAX TRANSMISSION.** The facsimile transmission of a signed copy hereof, as well as any addendums to this agreement shall constitute a binding agreement. The parties agree to confirm this agreement by mail or personal delivery of the original signed agreement between the parties.
18. **NOTICE.** Any notice required under this Agreement shall be deemed delivered when it is received either by hand delivery, facsimile, electronic communication or certified mail. Persons designated for receipt of any notice shall be Seller(s) and Buyer(s) at the addresses set forth below or their Broker or Agent. Electronic or facsimile transmission sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgement of receipt, shall constituted delivery of signed document.
19. **ENTIRE AGREEMENT.** This Open Listing Agreement constitutes the entire agreement between the parties relating to Broker's representation of Owner, and supersedes any prior listing agreement, whether oral or written. This Agreement shall be binding upon the heirs, assigns, executors, and administrators of the parties and only agreements noted herein, shall be binding upon the parties. This property is offered without respect to race, color, creed, sex, national origin, religion, physical/mental disability/handicap or familial status/presence of children.

**THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT WITH THE LAWYER OF YOUR CHOICE. RECEIPT OF A COPY OF THIS AGREEMENT IS ACKNOWLEDGED BY OWNER.**

EXECUTED this 21st day of November, 2016 at \_\_\_\_\_ ☐ a.m. ☐ p.m.

BROKER EXIT Realty North Star - ITown

1. OWNER City of Indianola

By: Terry Pauling   
AFFILIATED LICENSEE

2. OWNER \_\_\_\_\_

ADDRESS 222 W Salem Ave. Indianola, IA (515) 249-9192  
Telephone

1. ADDRESS (515) 961-9430  
Telephone

1. \_\_\_\_\_ 2. \_\_\_\_\_  
Owner's Taxpayer Identification Numbers

2. ADDRESS \_\_\_\_\_  
Telephone

**OPEN LISTING AGREEMENT**  
**(RIGHT TO SELL, LEASE, OR RENT REAL ESTATE)**  
**(Broker Representation of Owner/Seller)**

Check all boxes that apply.

1. **THIS AGREEMENT** is entered into by and between prospective **SELLER(S)** (print name per title \_\_\_\_\_  
City of Indianola \_\_\_\_\_ hereinafter called "Owner"  
and (Brokerage/Firm) EXIT Realty North Star - ITown 222 W Salem Ave Indianola, IA 50125  
**OWNER'S BROKER**, hereinafter called "Broker" or "Agent". The term "Broker" shall also include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and/or "Seller" shall include seller, landlord or optionor. The term "Buyer" shall include buyer, tenant or optionee. The terms "sell" and "sale" shall include sell, lease, rent, exchange or option. Owner or Owner's duly authorized agent whose signature appears below, hereby grants to the undersigned **BROKER**, a right to  
( ☒ **sell**) ( ☐ **rent**) ( ☐ **lease**) for an irrevocable period beginning the 22nd day of November, 2016  
and ending at 11:59 PM the 30th day of June, 2017 (the "Open Period") the following property.

2. **THE REAL PROPERTY** located in Warren County, Iowa, legally described as \_\_\_\_\_  
Auditors OUT Lots S 1/2 E 156' Lot 28 Section 30, T-76N, R-23W of the 5th P.M.

**Address:** 910 E 2nd Ave. Indianola, IA 50125

Other (Parking, Storage Areas, etc.): \_\_\_\_\_

3. **INCLUDING** (if any) all property that integrally belongs to or is part of the real estate (except rental items), whether attached or detached, such as wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), shades, rods, blinds, awnings, storm windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener, automatic heating equipment, fuel tank, air conditioning equipment (window or central), door chimes, built-in items and electrical service cable, garage door opener and \_\_\_\_\_ control(s), other attached fixtures, radio and/or attached TV receiving equipment, fence, trees, bushes, shrubs, and plants.  
**OTHER ITEMS EITHER INCLUDED OR EXCLUDED (SPECIFY):** None

4. **GROSS SALES PRICE** to be \$ \_\_\_\_\_ on the following terms: \_\_\_\_\_

**POSSESSION** will be given At Closing and Owner will pay to Broker a **PROFESSIONAL SERVICE FEE** of \$ \_\_\_\_\_ or 7 % percent of the gross sales price, whichever is greater if:

- Broker procures a Buyer during the Open Period ready, willing and able to purchase at the above price and terms, or on any other price and terms agreeable to Owner; or:
- Owner prevents the sale of this property by any adverse action, such as prohibiting the buyer from making improvements to the property required of the buyer prior to settlement by a lender, or attempting to cancel this agreement without cause.

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Sections 9 through 19 continued on page 2.

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formsimplicity

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EXECUTED this 21st day of November, 2017 at \_\_\_\_\_ ☐ a.m. ☐ p.m.

BROKER EXIT Realty North Star - ITown

1. OWNER City of Indianola

By: Terry Pauling  
AFFILIATED LICENSEE

2. OWNER \_\_\_\_\_

ADDRESS 222 W Salem Ave. Indianola, IA (515) 249-9192  
Telephone

1. ADDRESS (515) 961-9430  
Telephone

1. \_\_\_\_\_  
Owner's Taxpayer Identification Numbers

2. ADDRESS \_\_\_\_\_  
Telephone

Meeting Date: 11/21/2016

---

**Information**

**Subject**

Consideration of a request from Brian Poindexter of Poindexter Flooring Inc., at 2913 North Jefferson Way to seek an Alternate Method of Approval of the Architectural Design Standard of the Site Plan Ordinance (P&Z approved unanimously 11/8/16)

**Information**

Council needs to consider the request from Poindexter Flooring to seek an alternate method of approval of the architectural design standard of the site plan ordinance. Enclosed is the letter requesting the alternate method of approval, site plan of the area and a photo of the proposed building. Also included are photos of the east, north and south building elevations. All other requirements of the site plan ordinance can be met. The only issue P&Z Commission needed to address was the proposed exterior finish not meeting the architectural design standards for accessory buildings in excess of 150 sq. ft. with highway frontage.

The standard requires 100% of the east elevation to consist of an approved material such as brick, EFIS, split face block, etc. The north and south elevations must contain a minimum of 30% of the same approved material. The exterior finish on the west elevation is not regulated because it will not front the highway.

Mr. Poindexter made several valid points regarding the proposed location of the building having limited visibility from the highway due to the elevation difference between the highway and the proposed location in relationship to the existing building, site and the speed of the traffic and the existing metal building. Furthermore, the east wall that would require 100% of approved material will be located only ten feet west of the current structure making almost the entire wall non-visible from most locations off site.

Community Development Director Chuck Burgin's concern as always is setting a precedence allowing a large all metal building along our most traveled highway. However, Chuck believes there are enough logical reasons to allow this structure at this location. P&Z approved unanimously because the height and roof line of the proposed building will not exceed the height of the existing building, the alignment of the proposed building will be shadowed by the existing building, limited visibility and the distance from the highway to the proposed building.

Simple motion is in order.

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**Fiscal Impact**

**Attachments**

Information

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October 25, 2016

Mayor Council Planning & Zoning Commission  
c/o Chuck Burgin, Director of Community Development  
City of Indianola, Iowa  
110 North 1st Street  
Indianola, Iowa 50125

Dear Sirs and Madams,

Poindexter Flooring, Inc. would like to request an alternate method of approval as permitted in section 166.06 of the site plan ordinance. We would like to erect a steel building on the west side of our existing building, as cold storage. Building this structure will allow us to expand our existing warehouse space as well as eliminate some temporary storage we currently have. There would be no HVAC, plumbing or electrical in the building as this space will be used solely for cold storage of flooring supplies and materials.

We would like to appeal the architectural standards of section 166.11, for two reasons. The main reason is due to the fact that the building will not be visible from Highway 65/69. The building will sit at an elevation of approximately 20 feet above the highway. As the building will be on the west side of our existing building, it will be behind our existing building when viewed from the highway. These two characteristics along with the speed at which traffic passes the property, which is 65 mph, gives me confidence that this additional building will not be noticeable from the current building. Which leads to my second reason, our current building, which was built in 1977, is currently 95% steel, allowing us to build this additional building in steel as well, would allow it to look like a cohesive unit, rather than a separate addition.

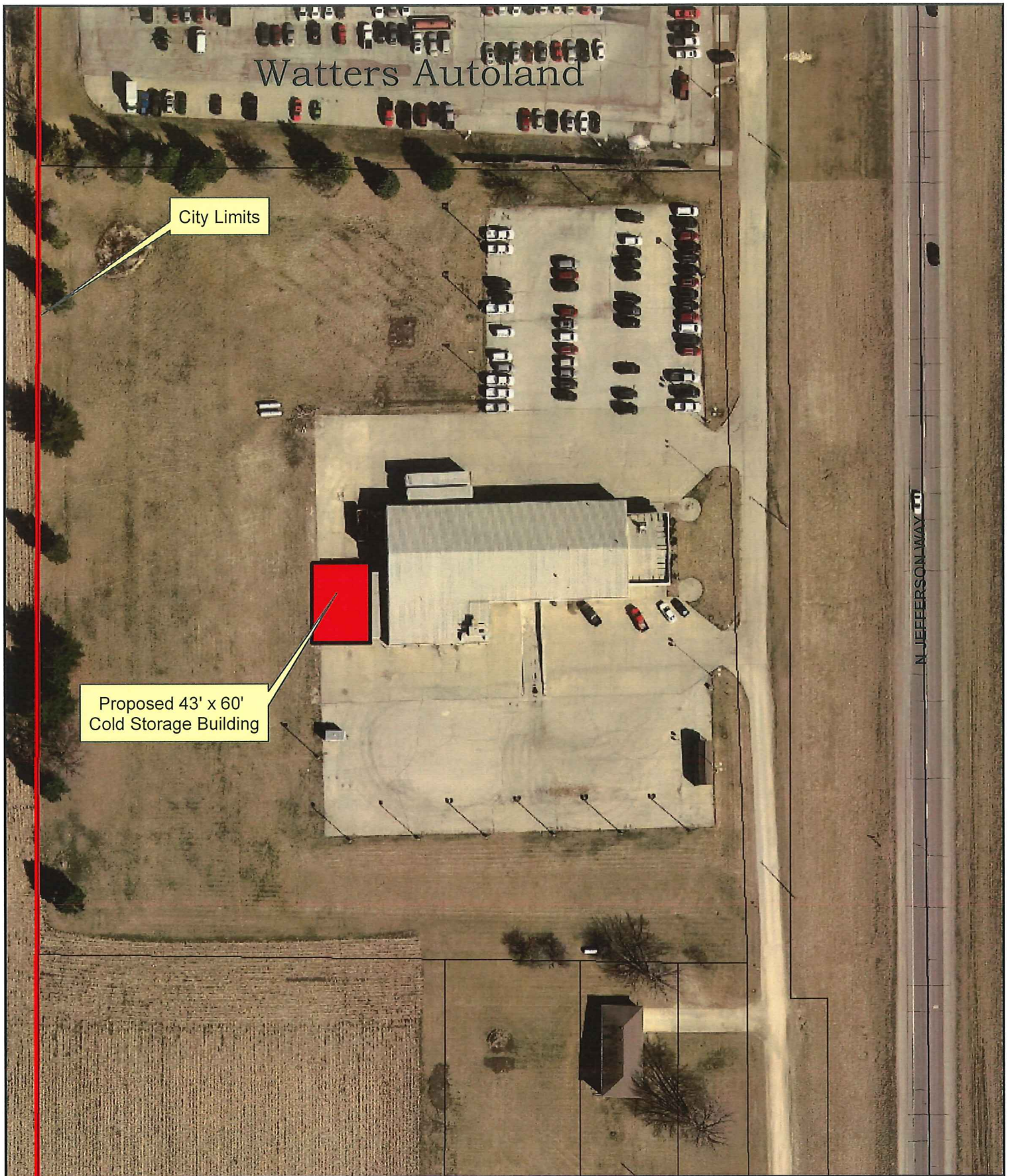
We appreciate your time and consideration,

Brian C. Poindexter

President

Poindexter Flooring, Inc.



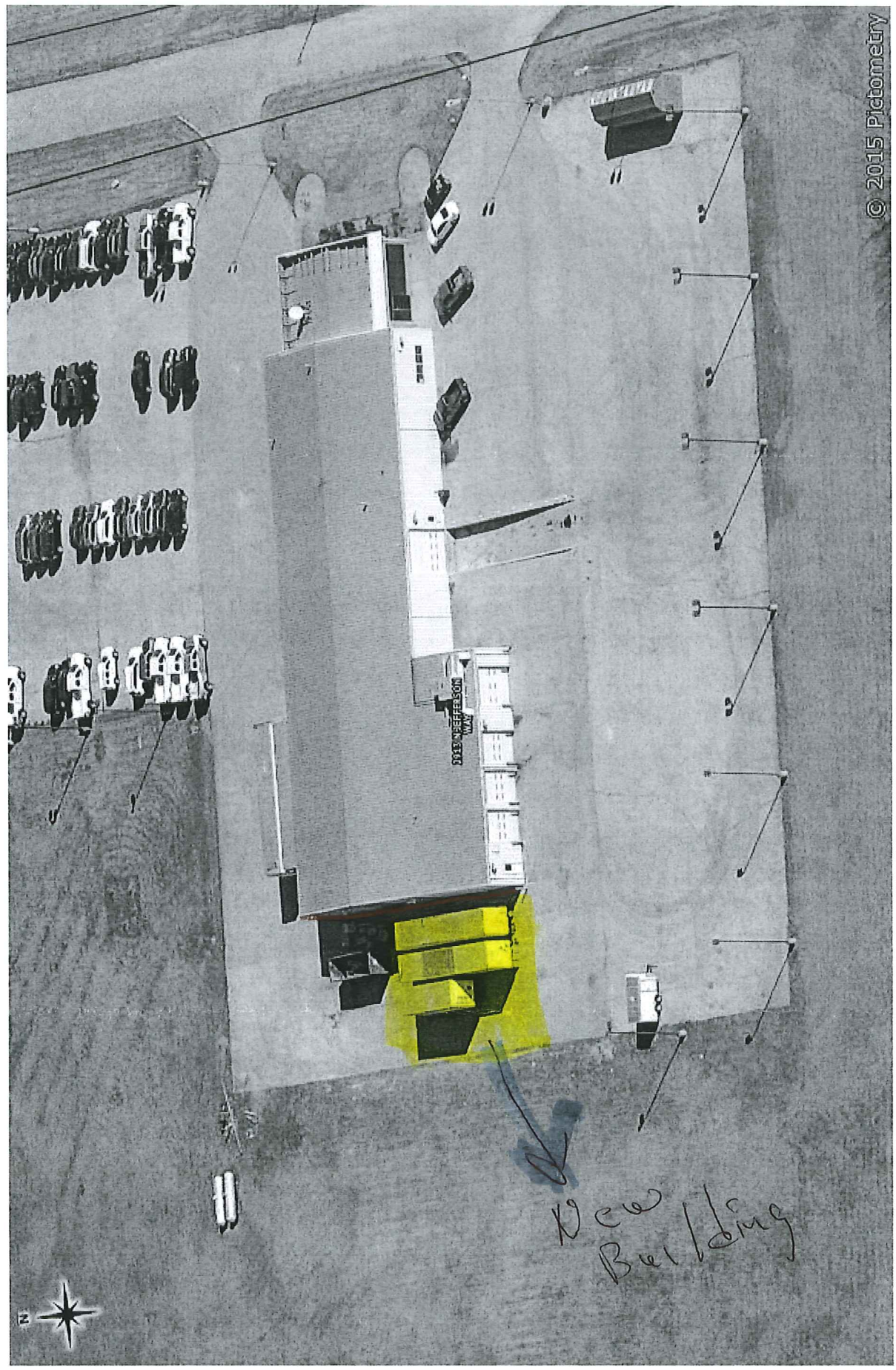


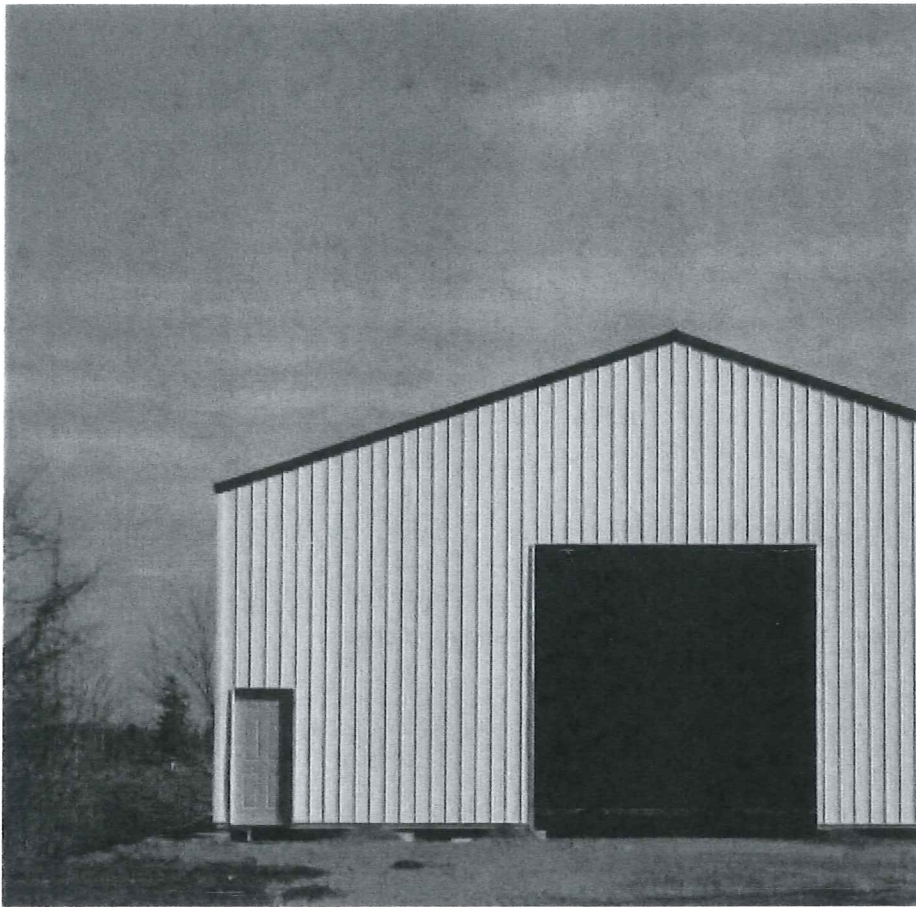
Poindexter Flooring @ 2903 North Jefferson  
Request for Alternate Method of Approval  
Site Plan Ordinance



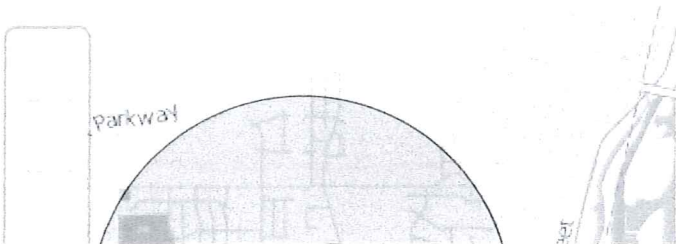


# satellite pic of building





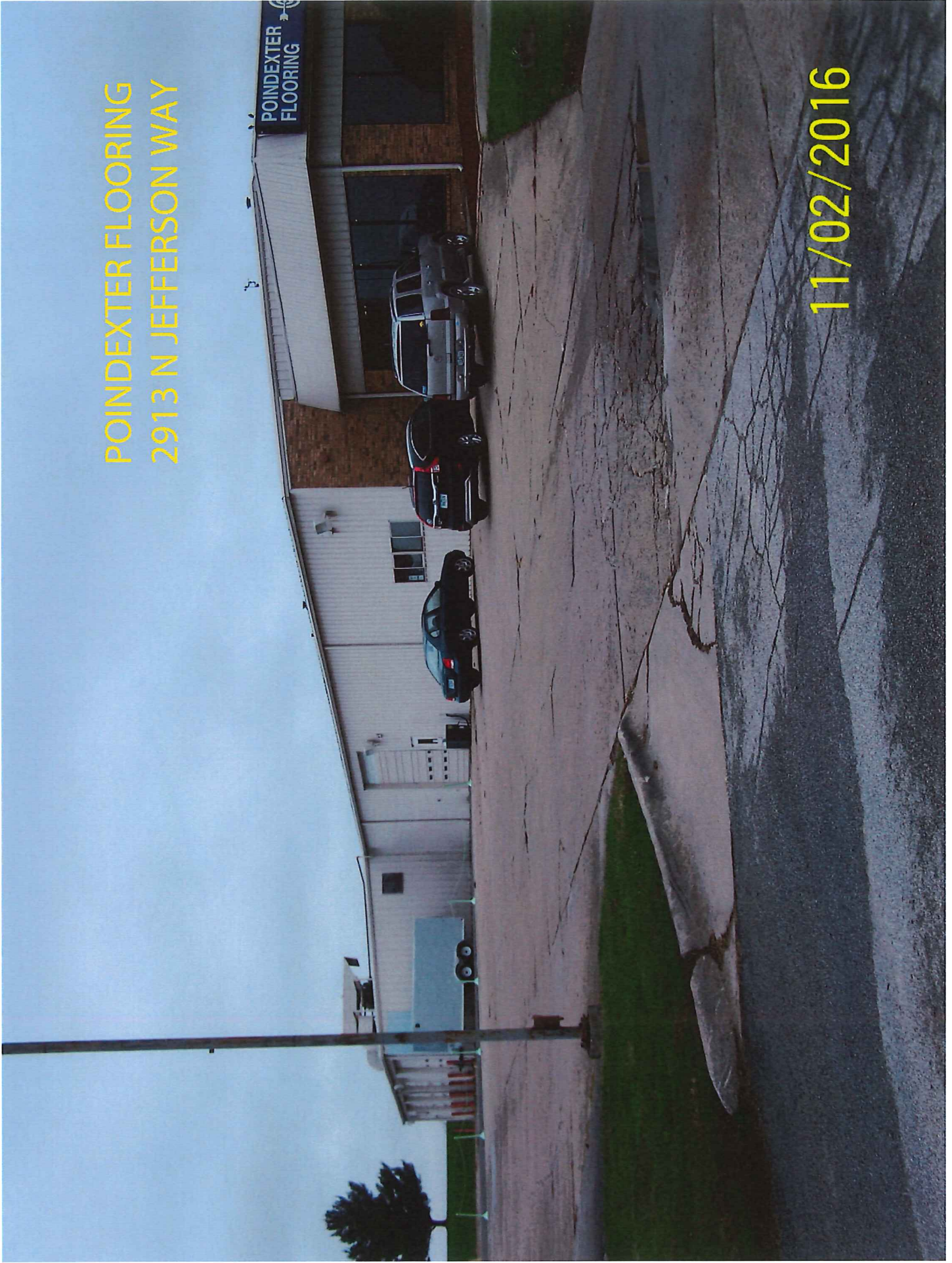
40 year steel warranty  
5 year workmanship warranty  
comes with 1 service door  
laminated post  
1 opening framed for a garage door no wider than 16ft  
vented closer at ridge  
adding doors windows overhang will add to cost building includes tax and deliver with  
in reason  
call 563-209-5484



<https://desmoines.craigslist.org/fgs/5817056461.html>



POINDEXTER FLOORING  
2913 N JEFFERSON WAY

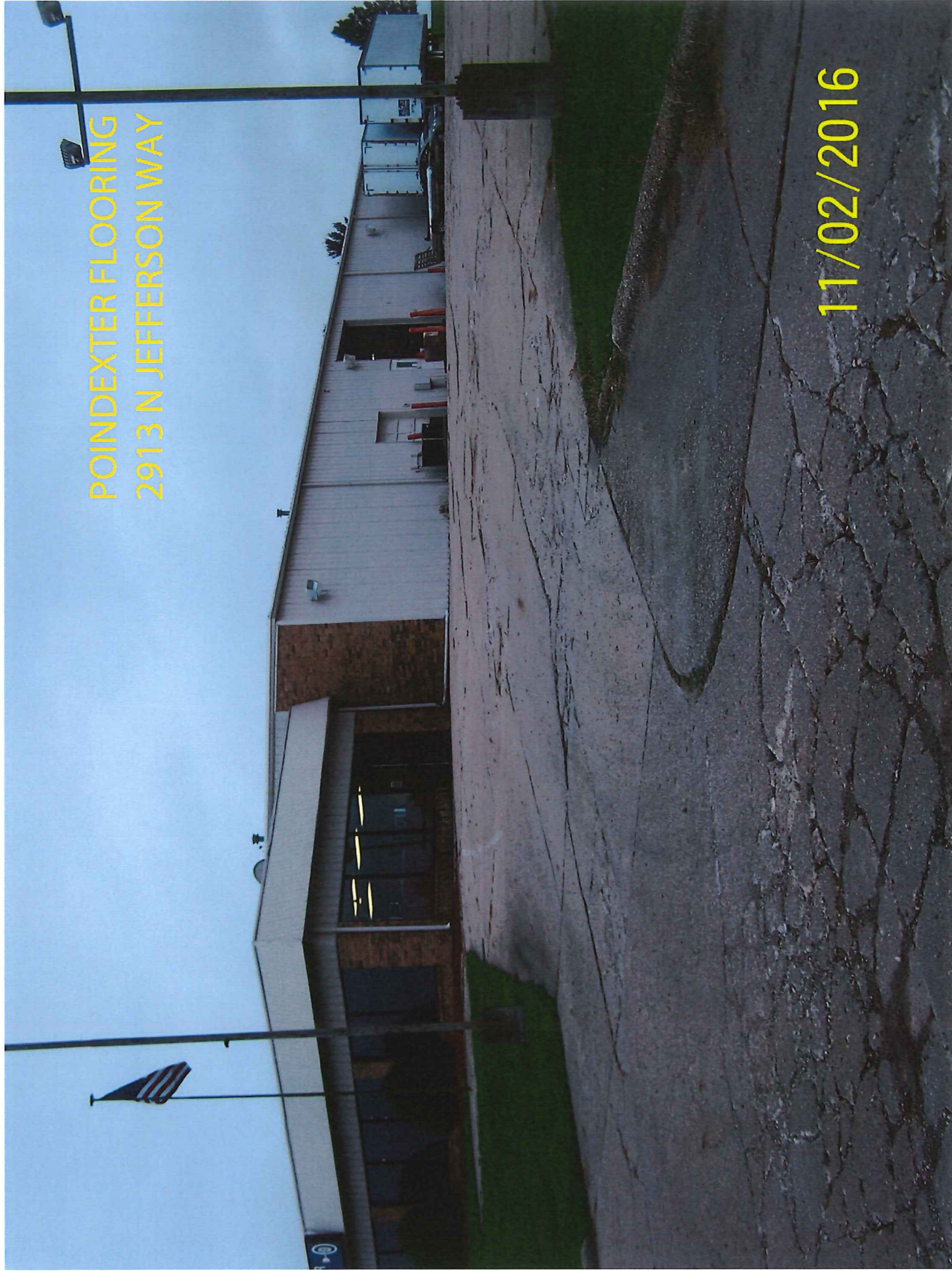


11/02/2016



POINDEXTER FLOORING  
2913 N JEFFERSON WAY

11/02/2016



**Meeting Date:** 11/21/2016

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**Information**

**Subject**

Sewer exemption refund request from Lindsey Baughman - 1803 E. 2nd Avenue

**Information**

You have Lindsey Baughman's sewer fee exemption request for their residence at 1803 E. 2nd Avenue. During the period of June 2, 2016 - November 2, 2016, their water usage went from 6,000-7,000 gallons /month to 32,500 gallons. Water Superintendent Lou Elbert checked all devices and there were no leaks inside. There was a leak between the meter pit and the house. Lou stated that the water did not go through the sewer.

In your packet is a copy of the customer's history for the past 12 months, their average water usage is 6,300 gallons per month. They are requesting a sewer exemption amount of \$586.44.

Rick is recommending a refund of \$586.44.

Also in your packet is the excessive sewer policy.

Simple motion is in order.

---

**Fiscal Impact**

**Attachments**

Policy

Sewer Exemption Request

---

### **Excessive Sewer Policy**

The purpose of this policy is to provide the City Manager, or his designee, with the authority to issue credits to utility accounts with bona-fide excessive sewer usage in amounts up to \$500 based on the following criteria:

- Water was metered
- Municipal employees verify evidence that water did not directly enter into the sewer system
- The metered water that did not enter into the sewer system was due to extraordinary circumstances beyond the utility account holder's control

Amounts in excess of \$500, and denials of credit by the City Manager, may be considered by the City Council.



INDIANOLA MUNICIPAL UTILITIES  
EXCESSIVE USAGE CLAIM

OFFICE OF CITY CLERK

NOV 11 2016

NAME

Lindsey Baughman

INDIANOLA, IOWA

ADDRESS

1803 E 2<sup>nd</sup> Ave Indianola, IA 50125

DATE(S) OF LOSS

6-2-16 → 11-2-16

ARE YOU RESPONSIBLE FOR THE UTILITY BILLS AT THE ABOVE LOCATION:

yes

CLAIM REQUEST FOR:

Electric

Water

X Sewer

AMOUNT REQUESTED:

Electric

Water

566.44 Sewer

How did you determine the above amounts?

See Attached

Please describe in detail the purpose of your request and the circumstances involved.  
Be very specific.

There was a water leak outside. We noticed  
the water leaking on the concrete. Had  
you come out and we checked all  
inside toilets- no leaks inside. Was all  
outside. Our usage over the last 6 months  
has gone from 6,000-7,000 gallons to  
32,500 gallons. Requesting the sewer be  
maintained- as you stated the water wasn't  
going thru the sewer

Leaking Between  
meter Pit & House

FIXED 11/2/16

Signature

Lindsey Baughman

Date

11/10/2016

Phone Number

Wk

515-208-3686

Home

515-208-3686

## Report Criteria:

Customer.Customer number = 174910103

17-49101-03

BAUGHMAN, MIKE/LINDSEY

1803 E 2ND

## Metered Services:

WATER Current Rate: 10001 WATER

Period Date	Read Date	Meter ID	Begin Read	End Read	Usage	Multiplier	Amount	Status
05/31/2015	05/01/2015	42023277	1,060	1,060	0	100.0000		
06/30/2015	06/02/2015	42023277	1,060	1,137	7,700	100.0000	47.28	
07/31/2015	07/02/2015	42023277	1,137	1,198	6,100	100.0000	38.08	
08/31/2015	08/04/2015	42023277	1,198	1,271	7,300	100.0000	44.98	
09/30/2015	09/03/2015	42023277	1,271	1,331	6,000	100.0000	37.50	
10/31/2015	10/02/2015	42023277	1,331	1,381	5,000	100.0000	31.75	
11/30/2015	11/03/2015	42023277	1,381	1,438	5,700	100.0000	35.78	
12/31/2015	12/02/2015	42023277	1,438	1,494	5,600	100.0000	35.20	
01/31/2016	01/05/2016	42023277	1,494	1,568	7,400	100.0000	45.55	
02/29/2016	02/02/2016	42023277	1,568	1,624	5,600	100.0000	35.20	
03/31/2016	03/02/2016	42023277	1,624	1,683	5,900	100.0000	36.93	
04/30/2016	04/04/2016	42023277	1,683	1,756	7,300	100.0000	44.98	
05/31/2016	05/03/2016	42023277	1,756	1,818	6,200	100.0000	38.65	
06/30/2016	06/02/2016	42023277	1,818	1,887	6,900	100.0000	42.68	
07/31/2016	07/01/2016	42023277	1,887	1,996	10,900	100.0000	65.68	
08/31/2016	08/02/2016	42023277	1,996	2,116	12,000	100.0000	72.00	
09/30/2016	09/02/2016	42023277	2,116	2,285	16,900	100.0000	100.18	
10/31/2016	10/04/2016	42023277	2,285	2,525	24,000	100.0000	141.00	
11/30/2016	11/04/2016	42023277	2,525	2,850	32,500	100.0000	189.88	
Totals:					179,000		1,083.30	

Average: 6,300 gal  
per month96,300 gal Billable  
= 31,500 gal - Average  
64,800 gal

ELRES Current Rate: 1011 ELECT RES - ELECT HEAT

Period Date	Read Date	Meter ID	Begin Read	End Read	Usage	Multiplier	Amount	Status
05/31/2015	05/01/2015	34745168	12,794	12,794	0	1.0000		
06/30/2015	06/02/2015	34745168	12,794	13,919	1,125	1.0000	125.38	
07/31/2015	07/02/2015	34745168	13,919	15,143	1,224	1.0000	135.57	
08/31/2015	08/04/2015	34745168	15,143	16,712	1,569	1.0000	171.11	
09/30/2015	09/03/2015	34745168	16,712	18,077	1,365	1.0000	150.10	
10/31/2015	10/02/2015	34745168	18,077	19,212	1,135	1.0000	104.41	
11/30/2015	11/03/2015	34745168	19,212	20,239	1,027	1.0000	106.14	
12/31/2015	12/02/2015	34745168	20,239	21,785	1,546	1.0000	142.47	
01/31/2016	01/05/2016	34745168	21,785	24,321	2,536	1.0000	211.77	
02/29/2016	02/02/2016	34745168	24,321	27,763	3,442	1.0000	275.19	
03/31/2016	03/02/2016	34745168	27,763	30,256	2,493	1.0000	208.76	
04/30/2016	04/04/2016	34745168	30,256	31,873	1,617	1.0000	147.44	
05/31/2016	05/03/2016	34745168	31,873	32,988	1,115	1.0000	112.30	
06/30/2016	06/02/2016	34745168	32,988	34,068	1,080	1.0000	123.65	
07/31/2016	07/01/2016	34745168	34,068	35,588	1,520	1.0000	169.85	
08/31/2016	08/02/2016	34745168	35,588	37,177	1,589	1.0000	177.10	
09/30/2016	09/02/2016	34745168	37,177	38,642	1,465	1.0000	164.08	
10/31/2016	10/04/2016	34745168	38,642	40,056	1,414	1.0000	133.23	
11/30/2016	11/04/2016	34745168	40,056	41,268	1,212	1.0000	127.75	

579.20  
7.24  
586.44



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BAUGHMAN, MIKE/LINDSEY

1803 E 2ND

(Continued)

Period Date	Read Date	Meter ID	Begin Read	End Read	Usage	Multiplier	Amount	Status
Totals:					28,474		2,786.30	

## Non-Metered Services:

SEWER Current Rate Number: 12001 SEWER

RECYC Current Rate Number: 14001 RECYCLING

Period	Usage	Amount	Status
01/31/2015	0	-	Conn
02/28/2015	0	-	Conn
03/31/2015	0	-	Conn
04/30/2015	0	-	Conn
05/31/2015	0	-	Conn
06/30/2015	7,700	68.64	Conn
07/31/2015	6,100	54.16	Conn
08/31/2015	7,300	65.02	Conn
09/30/2015	6,000	53.25	Conn
10/31/2015	5,000	44.20	Conn
11/30/2015	5,700	50.54	Conn
12/31/2015	5,600	49.63	Conn
01/31/2016	7,400	65.92	Conn
02/29/2016	5,600	49.63	Conn
03/31/2016	5,900	52.35	Conn
04/30/2016	7,300	65.02	Conn
05/31/2016	6,200	55.06	Conn
06/30/2016	6,900	61.40	Conn
07/31/2016	10,900	97.60	Conn
08/31/2016	12,000	107.55	Conn
09/30/2016	16,900	151.90	Conn
10/31/2016	24,000	216.15	Conn
11/30/2016	0	-	Conn
Totals:	146,500	1,308.02	

Period	Usage	Amount	Status
01/31/2015	0	-	Conn
02/28/2015	0	-	Conn
03/31/2015	0	-	Conn
04/30/2015	0	-	Conn
05/31/2015	0	-	Conn
06/30/2015	0	3.25	Conn
07/31/2015	0	3.25	Conn
08/31/2015	0	3.25	Conn
09/30/2015	0	3.25	Conn
10/31/2015	0	3.25	Conn
11/30/2015	0	3.25	Conn
12/31/2015	0	3.25	Conn
01/31/2016	0	3.25	Conn
02/29/2016	0	3.25	Conn
03/31/2016	0	3.25	Conn
04/30/2016	0	3.25	Conn
05/31/2016	0	3.25	Conn
06/30/2016	0	3.25	Conn
07/31/2016	0	3.25	Conn
08/31/2016	0	3.25	Conn
09/30/2016	0	3.25	Conn
10/31/2016	0	3.25	Conn
11/30/2016	0	-	Conn
Totals:	0	55.25	

ADMINELEC Current Rate Number: 21001 ADMIN FEE - ELECT

ADMINWATE Current Rate Number: 21501 ADMIN FEE - WATER

Period	Usage	Amount	Status
01/31/2015	0	-	Conn
02/28/2015	0	-	Conn
03/31/2015	0	-	Conn
04/30/2015	0	-	Conn
05/31/2015	0	-	Conn
06/30/2015	0	-	Conn
07/31/2015	0	-	Conn
08/31/2015	0	-	Conn
09/30/2015	0	2.69	Conn
10/31/2015	0	-	Conn
11/30/2015	0	1.57	Conn
12/31/2015	0	1.47	Conn

Period	Usage	Amount	Status
01/31/2015	0	-	Conn
02/28/2015	0	-	Conn
03/31/2015	0	-	Conn
04/30/2015	0	-	Conn
05/31/2015	0	-	Conn
06/30/2015	0	-	Conn
07/31/2015	0	-	Conn
08/31/2015	0	-	Conn
09/30/2015	0	2.70	Conn
10/31/2015	0	-	Conn
11/30/2015	0	1.80	Conn
12/31/2015	0	1.98	Conn

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BAUGHMAN, MIKE/LINDSEY

1803 E 2ND

(Continued)

Period	Usage	Amount	Status
01/31/2016	0	2.03	Conn
02/29/2016	0	2.48	Conn
03/31/2016	0	4.13	Conn
04/30/2016	0	3.02	Conn
05/31/2016	0	2.14	Conn
06/30/2016	0	1.62	Conn
07/31/2016	0	1.17	Conn
08/31/2016	0	2.55	Conn
09/30/2016	0	2.57	Conn
10/31/2016	0	2.40	Conn
11/30/2016	0	-	Conn
Totals:	0	29.84	

Period	Usage	Amount	Status
01/31/2016	0	2.00	Conn
02/29/2016	0	2.14	Conn
03/31/2016	0	2.11	Conn
04/30/2016	0	2.14	Conn
05/31/2016	0	2.62	Conn
06/30/2016	0	2.23	Conn
07/31/2016	0	1.62	Conn
08/31/2016	0	3.94	Conn
09/30/2016	0	3.48	Conn
10/31/2016	0	4.89	Conn
11/30/2016	0	-	Conn
Totals:	0	33.65	

ADMINSEW Current Rate Number: 22001 ADMIN FEE - SEWER

Period	Usage	Amount	Status
01/31/2015	0	-	Conn
02/28/2015	0	-	Conn
03/31/2015	0	-	Conn
04/30/2015	0	-	Conn
05/31/2015	0	-	Conn
06/30/2015	0	-	Conn
07/31/2015	0	-	Conn
08/31/2015	0	-	Conn
09/30/2015	0	3.90	Conn
10/31/2015	0	-	Conn
11/30/2015	0	2.65	Conn
12/31/2015	0	2.79	Conn
01/31/2016	0	2.82	Conn
02/29/2016	0	3.09	Conn
03/31/2016	0	2.98	Conn
04/30/2016	0	3.14	Conn
05/31/2016	0	3.78	Conn
06/30/2016	0	3.18	Conn
07/31/2016	0	2.33	Conn
08/31/2016	0	5.86	Conn
09/30/2016	0	5.20	Conn
10/31/2016	0	7.41	Conn
11/30/2016	0	-	Conn
Totals:	0	49.13	

Period	Usage	Amount	Status
01/31/2015	0	-	Conn
02/28/2015	0	-	Conn
03/31/2015	0	-	Conn
04/30/2015	0	-	Conn
05/31/2015	0	-	Conn
06/30/2015	0	-	Conn
07/31/2015	0	-	Conn
08/31/2015	0	-	Conn
09/30/2015	0	3.90	Conn
10/31/2015	0	-	Conn
11/30/2015	0	2.65	Conn
12/31/2015	0	2.79	Conn
01/31/2016	0	2.82	Conn
02/29/2016	0	3.09	Conn
03/31/2016	0	2.98	Conn
04/30/2016	0	3.14	Conn
05/31/2016	0	3.78	Conn
06/30/2016	0	3.18	Conn
07/31/2016	0	2.33	Conn
08/31/2016	0	5.86	Conn
09/30/2016	0	5.20	Conn
10/31/2016	0	7.41	Conn
11/30/2016	0	-	Conn
Totals:	0	-	

## Certification History:

Year	Date	Type	Ref No	Service	Description	Amount
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BAUGHMAN, MIKE/LINDSEY

1803 E 2ND

(Continued)

Grand totals:	Usage	Amount
ELECT RES	28,474	2,786.30
TIME OF US	0	-
TIME OF US	0	-
ELECT COM	0	-
SMALL POW	0	-
SMALL POW	0	-
LARGE POW	0	-
LARGE POW	0	-
STREET LIG	0	-
LIGHTS	0	-
WATER	179,000	1,083.30
IRRIGATION	0	-
DEDUCT ME	0	-
SEWER	146,500	1,308.02
SEWER MET	0	-
RECYCLING	0	55.25
STORM WAT	0	-
TAX ELECT	0	-
ADMIN FEE	0	29.84
ADMIN FEE	0	33.65
ADMIN FEE	0	49.13
Totals:		<u>5,345.49</u>

## Report Criteria:

Customer.Customer number = 174910103

**Meeting Date:** 11/21/2016

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**Information**

**Subject**

Discussion regarding courthouse next steps

**Information**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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